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September 17, 2015

Invitation For Bids
Letter of Invitation

**Hub Signage Program
Santa Rosa Regional Transit Mall
Real-Time Transit Information Display
Procurement and Installation**

Dear Contractor:

The Metropolitan Transportation Commission (MTC) invites your firm to respond to this Invitation for Bids (IFB) that is intended to select a contractor to:

Purchase and install real-time transit information displays at Santa Rosa Regional Transit Mall, on 2nd Street between B Street and Santa Rosa Avenue, in Santa Rosa, California

The City of Santa Rosa requested MTC to assume the responsibility to procure and install the real-time displays at the Santa Rosa Transit Mall. The work shall be completed in accordance with the Project Documents (see Specifications and Schedule below for details), including site plan, provided by the City of Santa Rosa.

MTC is a regional transportation planning agency established pursuant to California Government Code § 66500 et seq. Offices are in the Joseph P. Bort MetroCenter, a condominium office building owned by three public agencies and located at 101 Eighth Street, Oakland, CA.

This letter, together with the Instructions to Bidders and Bidding Requirements, General Conditions, Special Conditions, Specifications, Project Documents, Bid and Reference Forms, and all other appendices attached hereto, comprise the Invitation for Bids (IFB) for this project. Responses to the IFB are to be submitted in accordance with the instructions stated herein.

Bid Submission

Interested bidders must submit their bids in sealed envelopes no later than **4:00 p.m. on Tuesday, October 13, 2015**. The submission of a bid will be considered a firm offer to enter into a contract and perform the work described in the bid for a period of one hundred twenty (120) days from bid closing date.

Bids received after that date and time will not be considered. All bid packages must include the following completed documentation, including signatures where requested:

- *Appendix B, Bid Form*;
- *Appendix C, Contractor Reference Form*;
- *Appendix D-1, Insurance Requirements*
- Either *Appendix G, Bidder's Bond Single Surety*, or *Appendix G-1, Bidder's Bond Form Multiple Surety*;
- *Appendix H, Labor Certification*; and
- Signed Statement of Warranty (consistent with *Section VIII, Warranty of Appendix A, Specifications*).

Bidders who do not provide all requested documentation risk being found non-responsive.

Any addenda to this IFB that may be issued by MTC will be posted at <http://procurements.mtc.ca.gov/>. It is the bidder's responsibility to check for addenda to this IFB and comply with new or revised requirements that may be stated therein.

MTC Point of Contact

Bids and all inquiries relating to this IFB should be submitted to the MTC Contract Manager at the address shown below. For telephone inquiries, call (510) 817-5808. E-mail inquiries may be directed to jstagi@mtc.ca.gov.

Jay Stagi, MTC Contract Manager
Metropolitan Transportation Commission
101 Eighth Street, Third Floor
Oakland, CA 94607-4700

Site Walkthrough

A non-mandatory site walkthrough will be held on **Thursday, September 24, 2015 at 10:30 a.m.**, on-site at the Santa Rosa Transit Mall in Santa Rosa. Attendance at the walkthrough is encouraged, but non-mandatory. Please contact the MTC Contract Manager Jay Stagi at jstagi@mtc.ca.gov by **10:30 a.m. on Wednesday, September 23, 2015** for further information and to confirm attendance. Only those who have confirmed in advance of their intent to attend the walkthrough will be able to participate.

Requests for clarification or exception to IFB provisions must be received no later than **4:00 p.m. on Monday, September 28, 2015** to guarantee consideration.

Minimum Qualifications

To be eligible to submit a bid, a bidder must:

1. Be licensed under the provisions of Chapter 9, Division 3 of the Business and Professions Code of the State of California to do the type of work contemplated in the project;
2. Possess a valid Contractor's License issued by the Contractor's State License Board at the time of bid submission. The class of license shall be Class C-45;

3. Have a minimum of five (5) years of experience in the manufacture of real-time information displays, providing user references for **all** such display installations; and
4. Have a minimum of two (2) projects within the last five (5) years of similar size and scope to the project described herein this IFB.

Minimum Qualifications 3 and 4 listed above may be met by the Bidder or Bidder's subcontractor. Bidders will be required to verify these qualifications prior to the award of contract.

Other Qualifications:

In addition to the above required Minimum Qualifications and experience of the Bidder, the Bidder must be able to:

1. Perform any mutually agreed upon contractual duties as outlined in the Purchase Order (PO) with MTC;
2. Clearly communicate problems, observations and suggestions to the MTC Contract Manager or his designee and the Hub Project Manager (City of Santa Rosa representative) on a regular basis as appropriate;
3. Follow agreed-upon written procedures and verbal instructions of the MTC Contract Manager or his designee and the Santa Rosa Hub Project Manager (any conflicting direction is to be raised with the MTC Contract Manager for resolution prior to action);
4. Adhere to all applicable federal, state, and local laws, codes and ordinances, including, but not limited to, those promulgated by CAL-OSHA, FED-OSHA, EPA, the California State Department of Health Services, the City of Santa Rosa, and the Americans with Disabilities Act (ADA);
5. Have access to manufacturing facilities and a sufficient number of qualified employees to guarantee prompt and efficient work to produce the products for this project; and
6. Meet all requirements listed in the General and Special Conditions listed herein this IFB.

Specifications and Schedule

Appendix A, Specifications and Appendix A-I, Project Documents: Technical Specifications and Design Plans, describe the specifications upon which bids in response to this IFB should be based. Section III, *Special Conditions*, of this IFB also contains substantive requirements that must be fully complied with in order to guarantee your responsiveness to this IFB.

The MTC Contract Manager or his designee will be responsible for all contract matters. The Santa Rosa Hub Project Manager will oversee day-to-day construction activities at the Santa Rosa Transit Mall.

The MTC Contract Manager or his designee is the final arbiter of all decisions. Contact information for the Santa Rosa Hub Project Manager is included in Appendix E, Hub Operator/Owner Permitting, Licensure and Safety Requirements.

The Contractor selected as a result of this IFB shall begin work upon written notice to proceed by the MTC Contract Manager. Fabrication and configuration of real-time transit information signs shall commence and be completed within ninety (90) calendar days. Installation of all signs must be complete and accepted by the MTC Contract Manager or his designee by May 31, 2016. Please see Contractor Selection below and Section I. *Instructions to Bidders and Bidding Requirements*, Subsection D. *Award of Contract*, Item 4. *Selection of Contractor and Bidder Responsibility*, of this IFB for detailed information on contractor selection.

Payment

Payment shall be made by MTC on a lump-sum basis at each of two milestones: 1) Upon acceptance by the Santa Rosa Hub Project Manager and the MTC Contract Manager or his designee of fabrication/configuration of all signage (as confirmed by receipt of factory assurance testing and configuration documentation of the approved signs at the contractor's facility prior to shipping to Santa Rosa Transit Mall); and 2) Upon acceptance by the Santa Rosa Hub Project Manager and the MTC Contract Manager or his designee of installation of all fully-functioning signage and necessary peripherals. Payment amount shall be consistent with Contractor's bid as identified in Section I, *Table 1: Price Quotation of Appendix B, Bid Form*.

Contractor Selection

Bids will be initially evaluated for responsiveness and adherence to minimum qualifications. Quality and reliability of service are of the highest importance. In order to ensure superior service, references will be checked, and bidders may be required to provide additional information verifying their experience.

A PO, if awarded, will be to the responsible bidder submitting the lowest responsive bid for all work and materials, as indicated in Section I, *Price Quotation of Appendix B, Bid Form* under the "Total Costs for all signs" space. Bids shall include all necessary labor, materials, equipment, shipping, tools, machinery, utilities, transportation, license or permit fees, insurance, overhead, profit and all other services necessary to complete furnishing and installing of all 'base bid' signs indicated in *Appendix A-1, Project Documents*, comprised of Technical Specifications and Design Plans, with supporting structures, attachments, framing, sign foundations, electrical, communications and any other items required for a complete and functioning sign. The lowest responsive bidder will be required to provide certification of insurance, and a labor and materials bond within ten (10) business days of notice of award. If the lowest responsive bidder cannot provide the required insurance and bond to MTC within ten (10) business days of notice of award, MTC at its sole discretion may deem that bidder non-responsive and award the contract to the next lowest responsive bid.

Prevailing Wage

The Contractor shall comply with Sections 7-1.02K(1), General, Section 7-1.02K(2), Wages, Section 7-1.02K(4), Apprentices, and Section 7-1.02K(5), Working Hours of the Standard Specifications. In the performance of the work specified in this Contract, Contractor and all subcontractors are responsible for complying with California Labor Code Sections 1776 (Payroll records, retention, inspection, noncompliance penalties, rules and regulations) and 1777.5 (Employment of registered apprentices, wages, standards, number, apprenticeable craft or trade, exemptions, contributions). MTC reserves the right to require Contractors and all subcontractors

to furnish electronic certified payroll records directly to MTC in addition to the reporting requirement stated below. *Appendix J, Wage Determination*, is included in this IFB, and incorporated herein by this reference. For all new projects awarded on or after April 1, 2015, Contractor and all subcontractors must be registered with the Department of Industrial Relations pursuant to Code section 1725.5 in order to be awarded a contract and must furnish electronic certified payroll records directly to the Labor Commissioner through the internet portal of the Division of Labor Standards Enforcement.

Permits

Refer to *Appendix E, Hub Operator/Owner Permitting Licensure and Safety Requirements*.

Bid Guaranty

Bids must be accompanied by a bid guaranty in the form of a cashier's check, a certified check, or a bid bond executed by an admitted surety insurer ("Best Guide rating of "A+10" rating or better") in the amount of 10% of the bid amount, payable to MTC. Such check or bond shall be given as a guaranty that the Bidder will, within ten (10) days of being requested to do so by MTC, enter into a contract and provide the required performance and payment bonds. If a Bidder's bond is furnished, it must conform to one of the forms provided with the bid documents. Formats for bid guarantees are included in this IFB as *Appendices G and G-1*.

If the Bidder to whom the work has been awarded refuses or fails to accept the purchase order and/or provide the required bonds within the specified time, the check shall be forfeited to MTC or the principal and surety on the bond shall be liable to MTC for the principal amount thereof in accordance with its terms. Bidder guarantees will be held until the contract has been finally executed, after which all Bidders' guarantees except any guarantees which have been forfeited, will be returned to the respective Bidders whose bids they accompany, but in no event will Bidder's securities be held by MTC beyond one hundred twenty (120) days from the time set for receiving bids.

Performance and Payment Bonds

The Contractor awarded the Contract shall be required to furnish a performance bond and a payment bond satisfactory to MTC, within ten (10) days of notice of award. See Section III, Subsection Q, of this IFB for specific provisions relating to the bonding requirements. Full compensation for furnishing the bonds referenced in this paragraph is included in the price bid on *Appendix B, Bid Form*. MTC will make no separate payments for the bonds.

Bidder Selection Timetable

10:30 a.m., September 24, 2015	Non-Mandatory Walkthrough at Santa Rosa Transit Mall.
4:00 p.m., September 28, 2015	Deadline for requests for clarification or exception.
4:00 p.m., October 13, 2015	Closing date & time for receipt of bids. Bid opening in the Lakeview Conference Room at the Joseph P. Bort MetroCenter.

November 13, 2015	MTC Operations Committee Approval of Issuance of Purchase Order.
November 26, 2015	Issuance of Purchase Order, work begins (approximate).

General Conditions

Materials submitted by Bidders are subject to public inspection under the California Public Records Act (Government Code § 6250 *et seq.*), unless exempt.

MTC reserves the right to award a contract or reject all bids.

If a Bidder wishes to propose a change to any provision of this IFB, the provision and the proposed alternative language must be submitted prior to the closing date for receipt of proposals listed above. If no such change is requested, the Contractor will be deemed to accept MTC's PO Terms and Conditions. General Conditions of the MTC PO are included in this IFB as *Appendix D, General Conditions for MTC Purchase Orders*.

A signed MTC PO mailed or delivered to a bidder shall constitute a binding contract, which incorporates this IFB and its addenda, if any, and all documents referenced herein, any deviations from the specifications expressly accepted by MTC, and all terms and conditions of the PO.

The selected Contractor will be required to maintain insurance coverage, during the term of the contract, at the levels described in Section III, *Special Conditions*, Subsection N, *Insurance*, as summarized in *Appendix D-1, Insurance Requirements*. Contractor agrees to provide the required certificates of insurance providing verification of the minimum insurance requirements listed in Section III, *Special Conditions*, Section N, *Insurance*, as summarized in *Appendix D-1, Insurance Requirements* and bonds as listed in Section III, *Special Conditions*, Subsection Q, *Bonding*, within ten (10) days of MTC's notice to Contractor that it is the successful bidder. Requests to change MTC's insurance requirements should be submitted on or prior to the closing date for receipt of requests for clarifications/exceptions listed above. MTC will review the requests and issue an addendum if material changes requested by a prospective bidder are acceptable. Objections to MTC determinations on requests to change insurance requirements must be brought to MTC's attention prior to the closing date for receipt of proposals. If such objections are not brought to MTC's attention consistent with the protest provisions of this IFB, compliance with all material insurance requirements will be assumed.

Authority to Commit MTC

The MTC Contract Manager will recommend a Contractor to the MTC Executive Director, who will recommend approval and commitment of funds by the MTC Operations Committee.

MTC appreciates your participation in this bidding process.

Sincerely,

DocuSigned by:
Steve Heminger
021DA2847D43405...
Steve Heminger
Executive Director

SH: JS

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INVITATION FOR BIDS

by

METROPOLITAN TRANSPORTATION COMMISSION

for

**HUB SIGNAGE PROGRAM:
SANTA ROSA REAL-TIME DISPLAY PROCUREMENT AND INSTALLATION**

September 17, 2015

Joseph P. Bort MetroCenter
101 Eighth Street
Oakland, CA 94607-4700

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I. INSTRUCTIONS TO BIDDERS AND BIDDING REQUIREMENTS

A. Directions

This document contains the specifications regarding the work to be done and the schedule (see *Appendix A, Specifications*). All bid packages must include the following completed documentation, including signatures where requested:

- *Appendix B, Bid Form*;
- *Appendix C, Contractor's Reference Form*;
- *Appendix D-1, Insurance Requirements*;
- Either *Appendix G, Bidder's Bond Single Surety*, or *Appendix G-1, Bidder's Bond Form Multiple Surety*;
- *Appendix H, Labor Certification*; and
- *Signed Statement of Warranty* (consistent with *Section VIII, Warranty of Appendix A, Specifications*).

Bidders who do not complete these appendices risk being found non-responsive. The provisions set forth above specify the standards by which bids will be received and considered by MTC. Bids not complying with these provisions may be considered non-responsive.

B. Definitions

1. Additive: An additional signage element that, although priced, is not part of the base bid package upon which the Contractor is selected. The MTC Contract Manager shall decide after contract award whether any additives are to be fabricated, purchased and installed.
2. Bid: The forms included in this IFB become a bid when completed properly by a Bidder and submitted to MTC.
3. Bidder: An individual, firm, partnership, corporation, or combination thereof, submitting a bid.
4. Construction Manager (CM): On-site manager for MTC. Responsible for ensuring all work done as specified under terms of contract.
5. Contract: A signed MTC PO (see *Appendix D, General Conditions for MTC Purchase Orders*) mailed or delivered to a particular bidder, shall constitute a binding contract, which incorporates this IFB, and its addenda, if any, all documents referenced herein, any deviations from the specifications expressed and accepted by MTC, and all terms and conditions of the PO.
6. Contract Documents: Invitation For Bid, Letter of Invitation – Santa Rosa Regional Transit Mall Real-Time Information Display Procurement and Installation, dated May 21, 2015; Invitation for Bids, including all Appendices, Attachments, Addenda; any issued Purchase Order or other contract; and other related or referred-to documents, including but not limited to, specifications, exhibits, diagrams, instructions, and drawings.

7. Contractor: The Bidder to whom a Purchase Order (PO) or contract is mailed or otherwise offered.
8. Hub Operator/Owner: City of Santa Rosa
9. Hub Project Manager: Site manager for City of Santa Rosa
10. MTC: Metropolitan Transportation Commission.
11. Project Documents: The project's Technical Specifications and Design Plans, as described in *Appendix A-1*, along with any of its attachments, exhibits, diagrams, drawings or other referenced documents.
12. Supplier: The successful Contractor or Bidder to whom a PO is issued.

C. Preparation of Bid

1. General

All prices and quotations shall be written legibly by computer printer, typewriter or pen and ink. No erasures shall be made. Errors may be crossed out and corrected by typewriter or pen and ink adjacent to the item crossed out. Each correction shall be initialed in ink by the person signing the bid.

2. Bid Price

Bids shall include all necessary labor, materials, equipment, shipping, tools, machinery, utilities, transportation, license or permit fees, insurance, overhead, profit and any and all other services necessary to complete furnishing and installing of all 'base bid' signs indicated in *Appendix A-1*, Project Documents, comprised of Technical Specifications and Design Plans, with supporting structures, attachments, framing, sign foundations, electrical, communications and any other items required for a complete and functioning sign.

If all or any portion of the Bid is required to be given in unit prices and totals, and a discrepancy exists between any such unit prices and totals so given, the unit prices shall prevail. If the Bid contains an arithmetic error in the computation of unit price extensions or in the summation of Item Totals, MTC will correct and revise the total bid price accordingly.

3. Taxes

The total bid price shall include full compensation for all applicable federal, state, and local taxes, as may be appropriate.

4. Irregular Bids

Bids may be rejected if they show irregularities such as: any alteration of form, additions not called for, conditional bids, incomplete bids, indefinite or ambiguous bids, obviously unrealistic or unbalanced prices, or a signature by other than an authorized person.

5. Conditional Bids

No condition included in a bid shall be binding upon MTC if in conflict with, inconsistent with, or in addition to the terms and conditions of this IFB, unless expressly accepted in writing by MTC. Conditions included in a bid may render a bid to be non-responsive.

6. Addenda and Interpretations

MTC is not responsible for any oral interpretation of the meaning of the requirements or specifications in this IFB. Every request for such interpretation shall be in writing addressed to: Attention: Jay Stagi, MTC Contract Manager, MTC, 101 Eighth Street, Oakland, CA 94607-4700. Any and all such interpretations will be answered in writing. Any addenda to this IFB that may be issued by MTC will be posted at <http://procurements.mtc.ca.gov/>. It is the Bidder's responsibility to check for addenda to this IFB and comply with new or revised requirements that may be stated therein. All addenda so issued shall become part of the Contract Documents.

7. Brand Names

Any references to Brand Names or the names of manufacturers and their catalog numbers is only descriptive of the variety and quality of items desired, and is not intended to be restrictive unless specifically indicated otherwise. Bids on items equal to those indicated herein for descriptive purposes will be considered, unless otherwise indicated, provided that a clear and detailed description of the manufacturer and model number of the substitution is given and the manufacturer's specifications are attached to the bid. MTC reserves the right to determine at its sole discretion whether an item proposed is of equal value, utility or merit to the standards established by the Brand Name indicated.

8. Deviations

MTC reserves the right to permit deviations from the specifications if an item offered is deemed by MTC to be of as good quality and as satisfactory for its intended use as an item fully meeting specifications. Unless exceptions are noted by Bidder, the item offered will be assumed to be in accordance with specifications indicated.

9. Examination of Plans, Specifications and Sites

Attention is directed to Section III. *Special Conditions*, Subsection J, *Examination of Plan, Specifications and Sites*.

10. Submission

Only bids submitted on the furnished bid form will be considered. Bids received after the date and time indicated for receipt of bids will not be considered. Bidders will be solely responsible for the delivery of the bid to MTC by the time, on the date, and at the location indicated for receipt of bids.

11. Withdrawal Before Bid Opening

No bid may be modified; however, a bid may be withdrawn by written request, signed by the individual who signed the bid or his authorized representative, and received by MTC prior to the time indicated for receipt of bid. A new bid may be submitted, provided the deadline for submissions has not passed.

12. Protest of Specifications

Prospective bidders may submit written protests of IFB specifications on the grounds that the specifications are biased, unduly restrictive, discourage competition, or do not comply with state or local law or regulation no later than seven (7) calendar days prior to the date bids are due. Such protests will be reviewed by MTC and responded to prior to bid opening. If appropriate, the time of bid opening will be extended to accommodate any changes in the IFB.

13. Relief of Bidder after Bid Opening

Unless MTC, in its sole discretion, elects otherwise, a Bidder shall not be relieved of his/her bid nor shall any change be made because of a Bidder's mistake. If a Bidder requests relief and MTC agrees to consider such request, it will be such Bidder's responsibility to establish that:

- (a) A mistake was made;
- (b) The Bidder gave MTC written notice of the mistake within five (5) days after the opening of bids, specifying in detail how the mistake occurred;
- (c) The mistake made the bid materially different than the Bidder intended it to be; and
- (d) The mistake was made in filling out the bid and was not due to error in judgment or to carelessness in reading the IFB or referenced documents.

D. Award of Contract

1. Bid Opening

Bids will be opened at MTC offices, at the address, on the date, and at the hour indicated herein for the receipt of bids. Bidders are invited (not required) to be present.

2. Duration of Offer

A signed bid is deemed to be an offer to enter into a contract for services and is firm for the period of time stated in the Letter of Invitation, unless extended by the bidder.

3. Discretion of MTC

MTC reserves the right to reject any and all bids and to waive informalities and minor irregularities in bids received, other provisions herein notwithstanding.

4. Selection of Contractor and Bidder Responsibility

The award, if an award is made, will be to the responsible Bidder submitting the lowest responsive bid for all work and materials, as indicated in the "Price Quotation" space on *Appendix B, Bid Form*.

It is the intention of MTC to award a contract to a Bidder who furnishes satisfactory evidence that he/she has met the minimum qualifications, has the requisite experience, ability, sufficient capital, and facilities to enable him/her to prosecute the work successfully and properly, and to complete it within the time specified in the contract. To determine the degree of responsibility to be credited to the Bidder, MTC will weigh any evidence that the Bidder has performed satisfactorily other contracts of like nature, magnitude, and comparable rates of progress. In selecting the lowest responsive and responsible Bidder, consideration will be given not only to the financial standing but also to the general competency of the Bidder for the performance of the work specified in the contract documents.

The lowest responsive bidder will be required to provide certification of insurance meeting the MTC and City of Santa Rosa requirements, performance bond and payment bond within ten (10)

business days of notice of award. If the lowest responsive bidder cannot provide the required insurance and bonds to MTC within ten (10) business days of notice of award, MTC, at its sole option, may deem that bidder non-responsive and award the contract to the next lowest responsive bidder.

5. One Bid

If MTC receives only one bid and that bid is made on terms differing from those set forth herein, MTC may, at its discretion, accept such terms as responsive.

6. Selection Disputes

A bidder may protest the selection of a Contractor on the grounds that MTC procedures, the provisions of this IFB, or applicable provisions of state or local law have been violated or inaccurately and/or inappropriately applied by submitting to the MTC Contract Manager a written explanation of the basis for protest no later than 4:00 p.m. on the third working day after the date on which the contract is authorized by the MTC Operations Committee or the date the firm is notified that it was not selected, whichever is later, for objections to contractor selection.

Protests must clearly and specifically describe the basis for the protest in sufficient detail for the MTC review officer to recommend a resolution to the Executive Director. The Executive Director will respond to the protest in writing, based on the recommendation of a MTC review officer. Authorization to award a contract to a particular bidder by the MTC Operations Committee shall be deemed conditional until the expiration of the protest period or, if a protest is filed, the issuance of a written response to the protest by the Executive Director.

Should the protesting bidder wish to appeal the decision of the Executive Director, it may file a written appeal with the MTC Operations Committee, no later than 4:00 p.m. on the third working day after receipt of written response from the Executive Director. The Operation Committee's decision will be the final agency decision.

MTC's decision to award a contract to a Contractor shall be conditioned upon the expiration of the protest period or if a protest is filed, the issuance of a written response to the protest by the Executive Director.

II. GENERAL CONDITIONS

A. Independent Contractor

Contractor is an independent contractor and not an employee or agent of MTC and has no authority to contract or enter into any other agreement in the name of MTC. Contractor has, and hereby retains, full control over the employment, direction, compensation and discharge of all persons employed by Contractor who are assisting in the performance of services under this Agreement. Contractor shall be fully responsible for all matters relating to the payment of its employees, including compliance with social security, withholding tax and all other laws and regulations governing such matters. Contractor shall be responsible for its own acts and those of its agents and employees during the term of this Contract.

B. Changes to Purchase Order

Any changes to the Terms and Conditions of a Purchase Order (PO) require a written agreement, including any contract change order (see below), to be signed by the MTC Executive Director or Deputy Executive Director and Contractor. No claim for additional compensation shall be recognized unless contained in a duly executed agreement or change order.

1. Request for Information or Clarification

The Contractor shall submit all Requests for Information or Clarification on the Project Documents in writing to the MTC Contract Manager or designee. All requests for information or clarification will be responded to in writing by the MTC Contract Manager or designee. Contractor shall not perform any work on any item when request for information or clarification on that work is pending a response.

Any work performed by the Contractor before a written response by the MTC Contract Manager or designee to a request submitted by the Contractor shall be at the Contractor's sole risk and no additional compensation will be granted for any construction adjustment or modification as a result of the MTC Contract Manager or designee's response to the request for information or clarification. Contractor shall not be compensated for any work or re-work performed without the MTC Contract Manager or designee's or MTC's written response to a request for information or clarification.

2. Contract Change Order

Contractor shall submit in writing to the MTC Contract Manager or designee any contract change order that will result in changes to the Project Documents or the work thereunder, before any work related to the requested change is performed. The request shall include the dollar value of any change, any requested change to a method of payment, and/or any adjustment in the contract schedule.

All change orders shall be approved in writing by the MTC Executive Director or his designee, and shall be signed by the Contractor indicating his/her acceptance, before the work is performed. Contractor shall not be compensated for any extra work performed without such advance approval via a written and signed change order.

Changes to the work shall be made by written change orders as described above, except when emergency conditions dictate prompt action. Nothing herein shall be construed as granting a right to the Contractor to demand acceptance of such changes.

C. Termination**1. Termination for Convenience**

MTC may, by written notice stating the extent and effective date, terminate its commitment to Contractor for convenience in whole or in part, at any time. MTC shall pay the Contractor as full compensation for performance until such termination: (a) the pro rata price for the delivered and accepted portion of the work; and (b) with respect to the undelivered or unaccepted portion of the contract, a reasonable reimbursement for those costs incurred prior to termination, not otherwise recoverable from other sources by Contractor, provided compensation hereunder shall in no

event exceed the total price. In no event shall MTC be liable for any loss of profits on the portion of the contract so terminated.

2. Termination for Default

If Contractor becomes insolvent, assigns or subcontracts the work without MTC approval, does not deliver the work specified in the Contract or fails to perform in the manner called for, or fails to comply with any other material provision of the Contract, MTC may terminate the Contract for default. Termination shall be effected by serving a ten (10) day advance written notice of termination on Contractor, setting forth the manner in which Contractor is in default. If Contractor does not cure the breach or propose a plan and schedule for curing the breach acceptable to MTC within the ten (10) day period, the Contract shall be deemed terminated.

MTC shall pay the Contractor as full compensation for performance until such termination the amount which would be payable under Section II. C.1, above, offset by any costs incurred by MTC to correct and complete work required under the Contract, including the difference between Contractor's price for the contract and any higher price paid to another Contractor retained to complete the work.

If it is determined by MTC that Contractor's failure to perform resulted from unforeseeable causes beyond the control of Contractor, such as a strike, fire, flood, earthquake or other event that is not the fault of, or is beyond the control of Contractor, MTC, after setting up a new delivery or performance schedule, may allow Contractor to continue work, or treat the termination as a termination for convenience.

D. Indemnity

Contractor shall defend, hold harmless and indemnify MTC and the City of Santa Rosa, their respective commissioners, officers, agents, employees, and City Council members, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by MTC and City of Santa Rosa's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death; damage to personal, real or intellectual property or the environment; contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with the performance of or the failure to perform the work of this IFB by Contractor, any subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not such Liabilities are caused in part by a party indemnified hereunder, or such Liabilities are litigated, settled or reduced to judgment; provided, that the foregoing indemnity does not apply to liability for any damage or expense for death or bodily injury to persons or damage to property to the extent arising from (i) the sole negligence, or willful misconduct of, or defects in design furnished by MTC and the City of Santa Rosa, their agents, servants, or independent contractors who are directly responsible to MTC and the City of Santa Rosa (excluding Contractor), or (ii) the active negligence of MTC and the City of Santa Rosa.

The existence of any of the insurance policies or coverages described in this Contract shall not affect or limit any of MTC and the City of Santa Rosa's rights hereunder, nor shall the limits of

such insurance limit Contractor's liability to MTC and the City of Santa Rosa hereunder. The provisions of this section shall survive any expiration or termination of the Contract.

E. Assignment

The Contractor shall not assign any right, duty or responsibility in this contract without the prior written consent of MTC; provided however, that claims for money due or to become due to the Contractor from MTC under this contract may be assigned without such approval. Notice of any such assignment shall be furnished promptly to MTC, and any such assignment shall be subject to all authorized withholdings in favor of MTC.

F. Choice of Law

All questions pertaining to the validity and interpretation of this Contract shall be determined in accordance with the laws of the State of California.

G. Prohibited Interest

Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree or have the potential of conflicting with the performance of services required under the Agreement or the impartial rendering of assistance or advice to MTC. Contractor further covenants that in the performance of the Agreement no person having any such interest shall be employed.

No member, officer, employee or agent of MTC, during his/her tenure shall have any prohibited interest as defined by California Government Code Sections 1090, *et seq.* and 87100 *et seq.*, direct or indirect, in the Agreement or the proceeds thereof. Prohibited interests include interests of immediate family members, domestic partners, and their employers or prospective employers. Accordingly, Contractor further covenants that it has made a complete disclosure to MTC of all facts of which it is aware upon due inquiry bearing upon any possible interest, direct or indirect, which it believes any member, officer, agent or employee of MTC (or an immediate family member, domestic partner or employer or prospective employer of such member, officer, agent or employee) presently has, or will have in the Agreement, or in the performance thereof, or in any portion of the profits thereunder. Willful failure to make such disclosure, if any, shall constitute grounds for cancellation and termination hereof by MTC.

H. Construction Contract Provisions

General Conditions for construction contracts are included in this IFB as *Appendix F*.

I. Cooperation between Contractors

MTC and City of Santa Rosa reserve the rights to contract for and perform other or additional work on or near the work covered by these specifications. When separate contracts are let within the limits of any one project, each contractor shall conduct his work so as not to interfere with or hinder the progress or completion of the work being performed by other contractors. Contractors working on the same project shall cooperate with each other as directed. Each contractor involved shall assume all liability, financial or otherwise, in connection with his contract and shall protect and save harmless MTC and City of Santa Rosa from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced by him because of the presence and operations of other contractors working within the limits of the same project.

J. Conflict in IFB Provisions

In the event of a conflict between two or more provisions listed in the Contract, the more stringent provision with respect to Contractor's performance or of the work responsibilities here under shall apply.

III. SPECIAL CONDITIONS**A. Minimum Qualifications**

To be eligible to submit a bid, a bidder must:

1. Be licensed under the provisions of Chapter 9, Division 3 of the Business and Professions Code of the State of California to do the type of work contemplated in the project;
2. Possess a valid Contractor's License issued by the Contractor's State License Board at the time of bid submission. The class of license shall be Class C-45;
3. Have a minimum of five (5) years of experience in the manufacture of real-time information systems, providing user references for **all** such displays installations; and
4. Have a minimum of two (2) projects within the last five (5) years of similar size and scope to the project described herein this IFB.

Bidder's Qualifications 3 and 4 listed above may be met by the Bidder or Bidder's subcontractor. Bidders shall be required to verify these qualifications prior to the award of contract. Bidders who fail to provide references or have unsatisfactory installations shall be considered non-responsive.

B. Other Qualifications

In addition to the above required qualifications and experience Bidders must be able to:

1. Perform any mutually agreed upon contractual duties as outlined in the Purchase Order (PO) with MTC; and
2. Clearly communicate problems, observations and suggestions to the MTC Contract Manager or his designee and the Santa Rosa Hub Manager on a regular basis as appropriate; and
3. Follow agreed-upon written procedures and verbal instructions of the MTC Contract Manager or his designee and the Santa Rosa Hub Manager (any conflicting direction is to be raised with the MTC Contract Manager for resolution prior to action); and
4. Adhere to all applicable federal, state, and local laws, codes and ordinances, including, but not limited to, those promulgated by CAL-OSHA, FED-OSHA, EPA, the California State Department of Health Services, the City of Santa Rosa, and the Americans with Disabilities Act (ADA); and
5. Have the manufacturing facilities and a sufficient number of qualified employees to guarantee prompt and efficient work to produce the products for this project; and
6. Meet all requirements listed in the General and Special Conditions listed herein this IFB.

C. Period of Performance

The successful Bidder as a result of this IFB shall begin work on or about November 21, 2015 and construction must be completed by May 31, 2016. Please see Contractor Selection below and Section I. *Instructions to Bidders and Bidding Requirements*, Subsection D. *Award of Contract*, Item 4. *Selection of Contractor and Bidder Responsibility*, of this IFB for detailed information on Contractor Selection. Please see *Subsection S*, Liquidated Damages, listed below, on details of when late completion of work shall trigger Liquidated Damages.

D. Subcontractors

Contractor will not assign or subcontract any part of the Agreement without the prior written consent of MTC, and any attempt to do so will be void and unenforceable.

Attention is directed to *Appendix F, General Conditions for Construction Contracts*, GC-1, Designation of Subcontractors, for provisions regarding compliance with State requirements concerning subcontracting.

E. Acceptance by the City of Santa Rosa and MTC

The Santa Rosa Hub Manager and the MTC Contract Manager or his designee will be responsible for approving the work upon completion. *Acceptance of delivery or approval of installation for any item does not affect or negate the guaranty provided under Section F below.* Contractor agrees that the City of Santa Rosa and MTC have the right to make all final determinations as to whether the work has been satisfactorily completed.

F. Guaranty

Contractor guarantees that all services will be performed in a professional manner by qualified uniformed personnel. The Contractor also guarantees that all products, assemblies, equipment and any other related items that are provided as part of this project shall be fabricated, delivered, assembled and installed in a professional manner and to the satisfaction of the MTC Contract Manager or designee. Upon receiving notification from MTC that a defect is detected, regardless of whether the item has been accepted, the Contractor shall repair or replace the work performed initially, without cost to MTC, and to MTC's satisfaction. The Contractor's guaranty excludes damage or defect caused by abuse by MTC or the City of Santa Rosa or modifications not executed by the Contractor. The Contractor guarantees to arrive promptly at the date and time scheduled with the Santa Rosa Hub Project Manager to perform the tasks as specified in *Appendix A, Specifications*.

Attention is directed to *Appendix A, Specifications*, Section VIII, Warranty, for requirements concerning warranty term and provisions.

G. Notices

All notices or other communications to either party by the other shall be deemed given when made in writing and delivered or mailed to such party at their respective addresses as follows:

To MTC: Attention: Jay Stagi
Metropolitan Transportation Commission
101 Eighth Street
Oakland, CA 94607-4700
Email: jstagi@mtc.ca.gov
Fax: 510.817.5848

To Contractor: Authorizing Official's Name from Bid Form
Street Address on Bid form
City, State, Zip on Bid Form
Email: _____@_____
Fax: _____

H. Scheduling

The MTC Contract Manager and/or his designee, the Santa Rosa Hub Project Manager, and Contractor will participate in a project kick-off meeting shortly after written notice of award of contract. The Contractor shall submit to the MTC Contract Manager, and Santa Rosa Hub Project Manager or a designee a feasible draft progress schedule at the project kick-off meeting for discussion and a final schedule within seven (7) calendar days of the meeting. The Contractor shall furnish the schedule in a form subject to MTC Contract Manager, and Santa Rosa Hub Project Manager approval. The schedule shall show the order in which the Contractor proposes to carry out the work and the start and end dates of significant work tasks including, but not limited to, fabrication of real-time display, factory acceptance testing, pre-installation network testing, and installation of display at hub. Schedule shall be updated a week in advance as necessary during signage installation. No change shall be allowed without 72 hour advance notice and accompanying legitimate reason, otherwise any resulting delay shall trigger Liquidated Damages.

Attention is directed below to *Subsection S*, Liquidated Damages, for detailed information on triggering and assessment of Liquidated Damages.

The Contractor shall furnish to the MTC Contract Manager or his designee and the Santa Rosa Hub Project Manager, on or before the last day of each month, a copy of the schedule showing the status of work actually completed. The meeting times and dates shall be established by the MTC Contract Manager or his designee. Contractor must complete all work by May 31, 2016.

I. Contract Arrangements

MTC shall issue a PO to the successful Bidder that shall incorporate this IFB, the Contractor's bid, and all terms and conditions set forth for POs. General Conditions for MTC Purchase Orders is included in this IFB as *Appendix D*, and General Conditions for Construction Contracts is included in the IFB as *Appendix F*, both of which shall be included as part of the Contract.

J. Examination of Plans, Specifications and Sites

Bidders shall satisfy themselves as to the character, quality, and quantities of work to be performed, materials to be furnished, and as to the requirements of the proposed contract. The submission of a bid shall be prima facie evidence that a Bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the proposed contract, plans and specifications. Failure to do so will be at Bidder's own risk and they cannot secure relief on the plea of error.

K. Unknown Obstructions

Should any unknown obstruction be encountered during the course of this contract, the Contractor must immediately bring it to the attention of the MTC Contract Manager or his designee. The Contractor shall be responsible for the protection of all employees, existing equipment, structures, furniture and utilities encountered within the work area.

L. Measurements

It is the responsibility of the Bidder to make all measurements to determine his/her proposal price. MTC will not be responsible for determining the quantities of materials necessary to complete the work specified.

M. Supplies

Contractor is to provide all necessary supplies and to include the costs of such supplies in its bid. A list of all supplies to be used by the Contractor is to be provided to and approved by the MTC Contract Manager or his designee prior to use. This list of supplies shall include all equipment to be brought onto each site. There shall be no overnight storage of any equipment allowed at any of the hub sites. The Material Safety Data Sheets (MSDS) or equivalent information on each product used is to be attached to the list.

N. Insurance

Contractor's insurance must satisfy the MTC and the City of Santa Rosa insurance requirements, stipulated below. In addition to fulfilling MTC and City of Santa Rosa insurance requirements, these insurance coverages are required in order to obtain a Permit to Enter for work required under this Contract, as specified in *Appendix E*, Hub Operator/Owner Permitting, Licensure and Safety Requirements.

1. Minimum Coverages. The insurance requirements specified in this section shall cover CONTRACTOR's own liability and the liability arising out of work or services performed under this Agreement by any subconsultants, subcontractors, suppliers, temporary workers, independent contractors, leased employees, or any other persons, firms or corporations that CONTRACTOR authorizes to work under this Agreement (hereinafter referred to as "Agents.") CONTRACTOR shall, at its own expense, obtain and maintain in effect at all times during the life of this Agreement the following types of insurance against claims, damages and losses due to injuries to persons or damage to property or other losses that may arise in connection with the performance of work under this Agreement.

CONTRACTOR is also required to assess the risks associated with work to be performed by Agents under subcontract and to include in every subcontract the requirement that the Agent maintain adequate insurance coverage with appropriate limits and endorsements to cover such risks. To the extent that an Agent does not procure and maintain such insurance coverage, CONTRACTOR shall be responsible for said coverage and assume any and all costs and expenses that may be incurred in securing said coverage or in fulfilling CONTRACTOR's indemnity obligation as to itself or any of its Agents in the absence of coverage.

In the event CONTRACTOR or its Agents procure excess or umbrella coverage to maintain certain requirements outlined below, these policies shall also satisfy all specified endorsements and stipulations, including provisions that CONTRACTOR's insurance be primary without right of contribution from MTC. Prior to beginning work under this contract, CONTRACTOR shall provide MTC with satisfactory evidence of compliance with the insurance requirements of this section.

1.1 Workers' Compensation Insurance with Statutory limits, and Employer's Liability Insurance with a limit of not less than \$1,000,000 per employee and \$1,000,000 per accident, and any and all other coverage of CONTRACTOR's employees as may be required by applicable law. Such policy shall contain a Waiver of Subrogation in favor of MTC. Such Workers' Compensation & Employer's Liability may be waived, if and only for as long as CONTRACTOR is a sole proprietor or a corporation with stock 100% owned by officers with no employees.

1.2 Commercial General Liability Insurance for Bodily Injury and Property Damage liability, covering the operations of CONTRACTOR and CONTRACTOR's officers, agents, and employees and with limits of liability which shall not be less than \$1,000,000 combined single limit per occurrence with a general aggregate liability of not less than \$2,000,000, and Personal & Advertising Injury liability with a limit of not less than \$1,000,000. Such policy shall contain a Waiver of Subrogation in favor of MTC.

MTC and the City of Santa Rosa, and their commissioners, directors, officers, representatives, agents, employees, and City Council members are to be named as additional insureds. Such insurance shall be primary and contain a Separation of Insureds Clause as respects any claims, losses or liability arising directly or indirectly from CONTRACTOR's operations.

1.3 Business Automobile Insurance for all automobiles owned (if any), used or maintained by CONTRACTOR and CONTRACTOR's officers, agents and employees, including but not limited to owned (if any), leased (if any), non-owned and hired automobiles, with limits of liability which shall not be less than \$2,000,000 combined single limit per accident.

1.4 Umbrella Insurance in the amount of \$5,000,000 providing excess limits over Employer's Liability, Automobile Liability, and Commercial General Liability Insurance. Such umbrella coverage shall be following form to underlying coverage including all endorsements and additional insured requirements.

1.5 Property Insurance. Property Insurance covering CONTRACTOR'S own business personal property and equipment to be used in performance of this Agreement, materials or property to be purchased and/or installed on behalf of MTC (if any), and builders risk for property in the course of construction (if applicable). Coverage shall be written on a "Special Form" policy that includes theft, but excludes earthquake, with limits at least equal to the replacement cost of the property. Such policy shall contain a Waiver of Subrogation in favor of MTC.

B. Acceptable Insurers. All policies will be issued by insurers acceptable to MTC, generally with a Best's Rating of A-VIII or better.

C. Self-Insurance. CONTRACTOR's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance, upon evidence of financial capacity satisfactory to MTC.

D. Deductibles and Retentions. CONTRACTOR shall be responsible for payment of any deductible or retention on CONTRACTOR's policies without right of contribution from MTC. Deductible and retention provisions shall not contain any restrictions as to how or by whom the deductible or retention is paid. Any deductible or retention provision limiting payment to the Named Insured is unacceptable.

In the event that MTC seeks coverage as an additional insured under any CONTRACTOR insurance policy that contains a deductible or self-insured retention, CONTRACTOR shall satisfy such deductible or self-insured retention to the extent of loss covered by such policy, for any lawsuit arising from or connected with any alleged act of CONTRACTOR, subconsultant, subcontractor, or any of their employees, officers or directors, even if CONTRACTOR or subconsultant is not a named defendant in the lawsuit.

E. Claims Made Coverage. If any insurance specified above is written on a "Claims-Made" (rather than an "occurrence") basis, then in addition to the coverage requirements above, CONTRACTOR shall:

- (1) Ensure that the Retroactive Date is shown on the policy, and such date must be before the date of this Agreement or the beginning of any work under this Agreement;
- (2) Maintain and provide evidence of similar insurance for at least three (3) years following project completion, including the requirement of adding all additional insureds; and
- (3) If insurance is cancelled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Agreement effective date, CONTRACTOR shall purchase "extended reporting" coverage for a minimum of three (3) years after completion of the work.

F. Failure to Maintain Insurance. All insurance specified above shall remain in force until all work or services to be performed are satisfactorily completed, all of CONTRACTOR's personnel, subconsultants, subcontractors, and equipment have been removed from MTC's property, and the work or services have been formally accepted. CONTRACTOR must notify MTC if any of the above required coverages are non-renewed or cancelled. The failure to procure or maintain required insurance and/or an adequately funded self-insurance program will constitute a material breach of this Agreement.

G. Certificates of Insurance. Prior to commencement of any work hereunder, CONTRACTOR shall deliver to MTC Certificates of Insurance verifying the aforementioned coverages. Such certificates shall make reference to all provisions and endorsements referred to above and shall be signed on behalf of the insurer by an authorized representative thereof.

H. Disclaimer. The foregoing requirements as to the types and limits of insurance coverage to be maintained by CONTRACTOR are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONTRACTOR pursuant hereto, including, but not limited to, liability assumed pursuant to Indemnification of this Agreement.

O. Prevailing Wage Rates, Apprenticeship and Payroll Records

The Contractor shall comply with Sections 7-1.02K(1), General, Section 7-1.02K(2), Wages, Section 7-1.02K(4), Apprentices, and Section 7-1.02K(5), Working Hours of the Standard Specifications. In the performance of the work specified in this Contract, Contractor and subcontractors are responsible for complying with California Labor Code Sections 1776 (Payroll records, retention, inspection, noncompliance penalties, rules and regulations) and 1777.5 (Employment of registered apprentices, wages, standards, number, apprenticeable craft or trade, exemptions, contributions). MTC reserves the right to require contractor and all subcontractors to furnish electronic certified payroll records directly to MTC in addition to the reporting requirement stated below. Appendix J, Wage Determination, is included in this IFB, and incorporated herein by this reference. For all new projects awarded on or after April 1, 2015, Contractor and all subcontractors must be registered with the Department of Industrial Relations pursuant to Code section 1725.5 in order to be awarded a contract and must furnish electronic certified payroll records directly to the Labor Commissioner through the internet portal of the Division of Labor Standards Enforcement.

P. Injury Prevention

As part of MTC's Injury Prevention Program (IPP) established pursuant to California Labor Code Section 6401.7, Contractor may be required to provide MTC with a description of Contractor's IPP and, specifically, of methods and procedures for identifying and using safe conditions and work practices at the worksite while performing specified work.

Q. Bonding

The successful Contractor will provide within ten (10) days of notice of award additional security for the performance of its obligations to perform the Work required hereunder through a Performance Bond and Payment Bond issued by a surety acceptable to MTC on forms acceptable to MTC (see Appendix G-2, Performance Bond to Accompany Contract and Appendix G-3, Payment Bond to Accompany Contract). The Performance Bond shall be in the amount equal to 100% of the total bid amount and shall guarantee the Contractor's faithful performance and warranty of work described in Appendix A, Specifications, of this IFB. The Performance Bond may be released after the conclusion of the warranty period. In no event should the existence of the Performance Bond or the stated amount thereof be construed to cap, liquidate or otherwise modify or limit the amount of damages payable by Contractor hereunder upon the occurrence of a Contractor event of default.

The Payment Bond shall be in the amount equal to 100% of the amount to be paid to Subcontractors under the Contract and shall guarantee full payment for labor, materials and equipment furnished under the Contract. See *Appendix G-I, Payment Bond to Accompany Contract*.

R. Hub Operator/Owners Permit Requirements

Prior to commencement of any work on any hub, the Contractor shall apply for and obtain a Permit to Enter from the Santa Rosa Hub Manager. Attention is directed to *Appendix E, Hub Operator/Owner Permitting, Licensure and Safety Requirements*, for the conditions that shall be adhered to in performance of work at each hub.

S. Liquidated Damages

Time is of the essence in this project. In the event Contractor fails to complete the work by the completion date of May 31, 2016 (as modified by any approved change orders), MTC may charge the Contractor liquidated damages of \$1,000 per day, reduced by whatever delays were caused by MTC as determined by the MTC Contract Manager.

APPENDIX A, SPECIFICATIONS**I. GENERAL SPECIFICATIONS**

The purpose of this Contract is to obtain all labor, materials and equipment to furnish and install outdoor-rated and indoor-rated real-time transit information displays as follows:

Regional Transit Hubs	Real-time Transit Information Displays (Outdoor rated)	Real-time Transit Information Display (Indoor rated)
Santa Rosa Transit Mall	2	1

The MTC Contract Manager shall be responsible for all contract matters. The Santa Rosa Hub Project Manager shall oversee site access, and ensure that all of City of Santa Rosa's requirements, including permitting, are met. MTC's Construction Manager will oversee day-to-day construction activities, and will also assist both MTC Contract Manager and the Santa Rosa Hub Project Manager in their duties. See *Appendix E, Hub Operator/Owner Permitting, Safety and Licensure Requirements* for contact information for the Santa Rosa Hub Project Manager Scott Allen, as well as his alternate.

II. SPECIFIED PRODUCTS

Please see *Appendix A-1, Project Documents* for signage specifications and *Appendix I, Regional Real Time Signs Requirements and Specifications (version 5.0)*. It is duly noted that the maintenance requirements contained in Appendix I is intended for the City of Santa Rosa and is provided herein strictly for background information purposes only.

III. DELIVERY, STORAGE AND HANDLING

1. All delivery, storage and handling must be approved by the Santa Rosa Hub Project Manager.
2. Contractor shall furnish the Santa Rosa Hub Project Manager with a list of materials to be delivered for incorporation into the work at least ten (10) working days prior to delivery. Such list shall specify the material type, size, weight, intended use, and any special handling requirements as specified by fabricators or manufacturers. The Santa Rosa Hub Project Manager will specify the means by which delivery of all materials will be affected, and the Contractor will be solely responsible for delivering in accordance with the Santa Rosa Hub Project Manager's specifications.
3. Delivery of equipment and materials are to occur during hours specified by the Santa Rosa Hub Project Manager, and the Contractor shall bear all associated expenses.

Contractor is responsible for providing storage space for all materials required to complete the work. Storage space within the Santa Rosa Transit Mall is extremely limited, and the Contractor may be required to remove excess materials after each work shift if temporary storage space is not available within the site.

4. Contractor shall comply with manufacturer's recommendations for storage and adequate protection of all materials used in the work.

IV. CLEAN-UP, PROTECTION AND SAFETY

1. Contractor shall be responsible for removal of all materials. During the process of the work, Contractor shall remove from the site all discarded materials, rubbish, cans, trash, rags, or other similar items at the end of each workday. Each work area should be returned to a condition that permits normal functions. At the end of each workday and completion of work, Contractor shall clean the work area.
2. Contractor shall comply with and obtain permits for all applicable safety codes and regulations that govern the work, including but not limited to those of: OSHA, ADA, Environmental Protection Agency (EPA), and City of Santa Rosa.
3. Contractor shall provide safety protection to workers, pedestrians, vehicles, and other property while performing work for the duration of the project.
4. Adequate warning devices, barricades, guards, flagmen or other necessary precautions shall be taken by the Contractor to give advised and reasonable protection, safety and warning to persons concerned in the area.
5. All item(s) provided by Contractor must conform to Safety Orders of the State of California, Division of Industrial Safety.
6. Contractor shall be held responsible for any breakage or loss of MTC or City of Santa Rosa materials, equipment and supplies through negligence of the Contractor or his/her employees while working within the Santa Rosa Transit Mall. The Contractor shall be responsible for restoring or replacing any equipment, facilities, etc. if damaged. The Contractor shall immediately report to the MTC Contract Manager and the Santa Rosa Hub Project Manager any damages resulting from services performed under this contract. Failure or refusal to restore or replace such damaged property will be a breach of this contract.
7. Contractor's activities within the Santa Rosa Transit Mall shall be monitored by the Santa Rosa Hub Project Manager, who will provide direction as to appropriate safety devices and practices to be utilized while on-site, and such direction shall be promptly and strictly adhered to by the Contractor at its sole expense. Any failure on the part of the Contractor to fully comply with City of Santa Rosa safety requirements shall result in immediate cessation of the work, and removal of the Contractor and its employees and appurtenances from City of Santa Rosa property until such failure is rectified.

V. CONTRACTOR STAFF

Contractor shall:

1. Provide a consistent work crew for the duration of the project.
2. Obtain approval of the Contractor's proposed supervisor from the MTC Contract Manager. The approved supervisor shall not be removed from the project without cause or without prior notification to the MTC Contract Manager. If removal is for cause, the Contractor shall submit justification in writing to the MTC Contract Manager within twenty-four (24) hours of the removal. All work will cease until a new supervisor is approved by the MTC Contract Manager.

VI. SITE ACCESS, WORK HOURS AND SECURITY

1. Right of site access to City property is granted solely by the Santa Rosa Hub Project Manager. This provision is applicable to both Contractor and MTC's Construction Management firm. Access for installation of signs, in accordance with Project Documents (and site map), shall be granted to Contractor only when Contractor has secured all necessary permits from the City of Santa Rosa.
2. All work within the Santa Rosa Transit Mall shall be performed under the oversight of the Santa Rosa Hub Project Manager and a representative of MTC's Construction Management firm.
3. Santa Rosa Transit Mall operating hours are 5:30 a.m. to 8:30 p.m. Monday-Saturday and 9:00 a.m. to 5:30 p.m. on Sunday. Sidewalks cannot be blocked and only transit vehicles are allowed in the Transit Mall during this time. The 2 outdoor locations are situated on the sidewalks in the transit mall. The indoor location is solely accessible from the adjacent parking garage, which can be used as staging area for both indoor and outdoor locations. Information about parking in the parking garage can be found at <http://srcity.org/departments/Parking/parkingfacilities/Pages/Garages.aspx> or by phone at 707-543-3325
4. Contractor shall submit a work plan prior at the Kick-off meeting that meets the above conditions, while performing work between 8:30a.m. and 2:30p.m. for outdoor locations, and between 8:30a.m. and 4:00p.m. The work plan is subject to approval by the Santa Rosa Hub Project Manager with the concurrence of the MTC Contract Manager (or his designee).
5. In the event work must be scheduled outside the above hours, any additional costs associated with those hours shall be borne by the Contractor. Said work shall only be allowed upon prior approval of the Santa Rosa Hub Project Manager and the concurrence of the MTC Contract Manager or his designee.
6. Identification and Security:
 - 6.1 All Contractor and subcontractor staff are subject to identification, security, and background checks.

- 6.2 Immediately following issuance of the PO, the Contractor shall submit a list of all employees of the Contractor and subcontractors who may perform work on this Contract.
- 6.3 Contractor's supervisor and staff shall be introduced to the Santa Rosa Hub Project Manager and the MTC Construction Manager (or his designee) prior to any work commencing within the Santa Rosa Transit Mall.
- 6.4 Work crew should be easily identified as contracted workers through uniform, insignia or some other form of outward identification.

VII. SUBMITTALS

In addition to general submittal and factory acceptance documentation requirements listed below, Contractor is expected to follow all general and sign-specific submittal requirements detailed in *Appendix A-1, Project Documents*.

1. General Requirements

- 1.1 Contractor shall submit to the MTC Contract Manager and the Santa Rosa Hub Project Manager the following information for all products utilized:
 - Manufacturer's product certificates certifying that products furnished comply with project requirements and are suitable for the use indicated.
 - Manufacturer's Installation Instructions indicating any special procedures and conditions requiring special attention.
- 1.2 Provide installation completion date in writing to the MTC Contract Manager and the Santa Rosa Hub Project Manager.
- 1.3 If applicable, Contractor shall provide proof to MTC that all used materials were properly recycled.
- 1.4 Proof of equipment purchase should be submitted to the MTC Contract Manager and must include all of the following information:
 - Retailer/Contractor name, address, and phone number.
 - Itemized listing of each product including quantity, exact number of each product installed, product description, manufacturer, model number, or other identifying information i.e. SKU# as appropriate.
 - Purchase price per product.
 - Date "Paid in Full" or payment terms.

VIII. WARRANTY

1. For real-time transit information displays, Contractor shall provide a full warranty valid and enforceable for a period of not less than five (5) years starting from the date of final acceptance of each real-time display assembly by the MTC Contract Manager or designee. The warranty shall be transferable from MTC to the City of Santa Rosa.

The elements that make up a real-time display assembly and that shall be covered by the warranty include the screen, controller and computer, enclosure and any other installed peripherals including, but not limited to, cooling units, power supplies, and circuit breakers, disconnect switches, conduits, electrical service wires, communications cables, wireless (wi-fi or other) cards, software (operating systems, web browsers, etc.).

Contractor shall warrant that the real-time display assemblies conform to the technical and performance specifications included in this IFB, Appendix I: Regional Real-Time Signs Physical Requirements and Specification (Version 5.0), the manufacturer's specifications, and that all assemblies will be free of defect in material, workmanship and operations. Contractor shall assume full liability with regard to any damages or losses as a result of incorrect and/or insufficient assembly, procurement, fabrication, installation and/or operations by the Contractor or Contractor's representatives.

Warranty shall also extend to the following:

- Damage caused during shipping, unpacking and/or removal of protective packing material by the Contractor or any Contractor's representative.
- Damage due to incorrect AC voltage supply to the assembly.
- Damage due to improper assembly installation at the proposed locations.
- Damage or failures to the assembly as a result of accidents, neglect, and improper installation and operation by the Contractor.
- Failures or faults due to improper installation of software or any virtual tools in the assembly.
- Any impacts to the manufacturer's warranty due to the procurement of the assemblies from an unauthorized seller.
- Any unauthorized tampering, modifications, adjustments or repairs by the Contractor or its representative that negatively impacts the manufacturer's warranty.

Warranty shall cover all parts, labor, shipping, storage, configuration, installation, testing and coordination between MTC and the City of Santa Rosa.

Should any element of the real-time display assembly fail to perform up to the technical and performance requirements as outlined in these specifications as well as the manufacturer's specifications, Contractor shall correct these deficiencies in a timely manner as directed by MTC. Should any deficiency occur two or more times within the warranty period, the Contractor shall replace, at no additional cost, the entire assembly

with a new assembly that is complete in-place and operational, at the discretion of MTC or the City of Santa Rosa.

Contractor shall incorporate the latest proven technological achievements in the field of sign manufacturing to achieve maximum service life and superior attractiveness of appearance. Any defective elements of the assembly due to the use of inferior or obsolete technologies and/or equipment shall be replaced by the Contractor at no cost to MTC or the City of Santa Rosa.

3. Contractor guarantees that all products, services, assemblies and other related items that are provided as part of this project shall be fabricated, delivered, assembled, and installed in a professional manner. Upon receiving notification from the MTC Contract Manager and/or the Santa Rosa Hub Project Manager that a defect is detected, the Contractor shall repair or replace the work performed initially, without cost to MTC or the City of Santa Rosa, and to the MTC Contract Manager's and/or the Santa Rosa Hub Project Manager's satisfaction. Identification and determination of what constitutes a defect shall be solely at the discretion of the City of Santa Rosa or MTC Contract Manager (or his designee). The Contractor's guaranty excludes damage or defect caused by abuse by MTC or City of Santa Rosa or modifications not executed by the Contractor. Contractor guarantees to arrive promptly at the date and time scheduled with the Santa Rosa Hub Project Manager prepared to perform the tasks as specified herein. Additionally, all costs associated with warranty repairs shall be borne by Contractor, including, but not limited to, construction management, inspection, and MTC and hub owner staff costs.
4. The warranty specified herein shall not deprive MTC or the City of Santa Rosa other rights each may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other requirements of the Contract Documents. Additionally, any work that may be performed by MTC or City of Santa Rosa on specific parts of signs shall not void the warranty on other parts of sign that have not been altered.

**APPENDIX A-1,
PROJECT DOCUMENTS: TECHNICAL SPECIFICATIONS AND DESIGN PLANS**

Please go to <http://procurements.mtc.ca.gov/> for the Project Documents, which are the Technical Specifications and the Design Plans for Santa Rosa Regional Transit Mall Real-Time Transit Information Display.

APPENDIX B, BID FORM

The undersigned Bidder agrees he/she will contract with MTC to provide all necessary labor, supervision, machinery, tools, apparatus and other means of construction to do all the work and furnish all the materials specified in the contract, or as necessary to provide a complete installation in the manner and time therein prescribed, and that he/she will take in full payment the amount set forth hereon.

Note - All construction must be completed by May 31, 2016.

I. PRICE QUOTATION

Bidder shall provide fabrication/purchase and installation costs for each sign below. Sign quantities are based on the *Appendix A-1, Project Documents*; any differences between Table 1 below and the Project Documents shall be rectified through application of the per sign costs identified below. The total amount listed in Extended Signage Fabrication /Purchase Costs (Column C) is the amount due for first payment to Contractor. The total amount listed Total Extended Costs (Column F) is the amount due for the final payment to Contractor. In addition, MTC reserves the right to purchase additional signs (additives) based on the corresponding prices below.

Table 1: Real-Time Transit Information Displays

		A	B	C = A x B	D	E = A x D	F = C + E
Sign Type	Detail	Number of Signs	Cost Per Unit	Extended Signage Fabrication / Purchase Costs	Installation Cost per Unit	Extended Signage Installation Costs	Total Extended Costs
R	Outdoor-rated display (IP65)	2					
R	Indoor-rated display (IP54)	1					
	TOTAL	3	N/A		N/A		

II. NOT USED.**III. MANUFACTURER & MODEL NUMBER**

Bidder must state the manufacturer's name and model number of each item proposed. Please attach this information to this bid form, where applicable.

Bidder may recommend alternate equipment as long as the alternate equipment provides the performance requirements detailed in *Appendix A, Specifications*. Bidder must list any alternate equipment bid in detail in spreadsheet format.

IV. NEW AND UNUSED

All material and equipment shall be new and unused and of the current production year. Bids that are received for other than the current production year or for items and materials that have been previously used will be rejected.

V. MINIMUM QUALIFICATIONS

Check either yes or no for each question.

	<u>Yes</u>	<u>No</u>
1. Is your business licensed under the provisions of Chapter 9, Division 3 of the Business and Professions Code of the State of California to do the type of work contemplated in the project?		
2. Does your company possess a valid Contractor's Class C-45 License issued by the Contractor's State License Board at the time of your bid submission?		
3. Does your company have a minimum of five (5) years experience in the manufacture of real-time information systems with satisfied clients?		
4. Has your company completed a minimum of two (2) projects of similar size and scope to the project described herein this IFB within the last five (5) years?		

Bidders are required to verify these qualifications with bid submission. Minimum Qualifications 3 listed above may be met by the Bidder or Bidder's subcontractor. Bidders who fail to provide references or have unsatisfactory installations shall be considered non-responsive.

Bidder: _____

[illegible]

VII. SIGNATURE OF AUTHORIZING OFFICIAL

Name of Bidding Company	
Address	
Email	
Phone Number	
Fax Number	
License Number and Type	
By signing below you acknowledge and agree to provide the required services, and comply with all the terms and conditions (including all applicable insurance and bonding requirements) listed in this IFB.	
Representative Name and Title	
Name of Authorizing Official	
Authorized Signature	

VIII. NON-COLLUSION DECLARATION**TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

_____, declares that he or she is
(Bidder's Name)

_____ of _____,
(Title) (Company's Name)

the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix to the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I certify (or declare) under penalty or perjury under the laws of the State of California that the foregoing is true and correct.

Type/Print Appropriate Name, Title

Signature

Date

APPENDIX C, CONTRACTOR’S REFERENCE FORM

Name of Bidding Company
Representative Name & Title
Phone Number

Please provide a minimum of two (2) separate references of contracts that the Contractor has completed.

References must not be relatives of the contractor's representative or owners. The references given must be for clients from the last five (5) years. Two (2) of the references must be for projects of similar size and scope to the project described in this IFB.

The following information is required for each reference given (additional sheets may be used if necessary):

1. Client's Name

Contact Person
Address
City & Zip Code
Phone Number & Email:
Describe Nature of Work, and Date of Completion:

2. Client's Name

Contact Person
Address
City & Zip Code
Phone Number & Email:
Describe Nature of Work, and Date of Completion:

APPENDIX D, GENERAL CONDITIONS FOR MTC PURCHASE ORDERS**1. DEFINITIONS**

- a. MTC. Includes the Metropolitan Transportation Commission, the Metropolitan Transportation Commission Service Authority for Freeways and Expressways, or the Bay Area Toll Authority.
- b. Supplier. The individual, firm, partnership, corporation or combination thereof to whom a Purchase Order is mailed or otherwise furnished by MTC.
- c. Contract. The legal agreement between MTC and the Supplier, which includes the terms of any written solicitation of Bids or Proposals and any deviation from the written specifications expressly accepted by MTC; the Supplier's bid, proposal, or offer; and all terms and conditions set forth in or attached to this Purchase Order. In the event of a conflict between one or more provisions of the Contract, the more specific or stringent provision with respect to Supplier's performance of the work shall apply.

2. ACCEPTANCE OF OFFER

This purchase order constitutes MTC's acceptance of Supplier's offer and becomes a binding contract, as defined above, when it is signed by MTC and mailed to Supplier. No revisions to or assignments of this order shall be valid unless in writing and signed by an authorized representative of MTC.

3. PERFORMANCE OF WORK

Supplier shall accomplish all the work and furnish all materials necessary for the completion of the work in a good, workmanlike and thorough manner and to the satisfaction of MTC, in accordance with the Contract.

4. CONTRACT PRICE

The firm fixed price(s) or other maximum payment set out in this purchase order, which includes full compensation to Supplier for performing all work required by the Contract, including all applicable federal, state and local taxes.

5. VARIATION IN QUANTITY, QUALITY OR PERFORMANCE

Any variation in the quantity, quality or performance of any item or service called for by this order shall be grounds for termination by default by MTC, as provided in 8a, unless approved by MTC in writing.

6. PACKAGING AND CRATING

All items shall be packed by Supplier in suitable containers for protection in shipment and storage. Prices set forth in this order include all charges for Supplier's packing, crating and marking for transportation to f.o.b. point.

7. INSPECTION AND ACCEPTANCE

Inspection and acceptance will be at destination, unless otherwise provided. Until delivery and acceptance, and after any rejections, risk of loss will be on the Supplier.

8. TERMINATION

- a. If Supplier fails to comply with any of the provisions of the Contract, or in the event Supplier becomes the subject of a proceeding under state or federal law for relief of creditors, or if Supplier makes an assignment for the benefit of creditors, MTC shall have the right to hold Supplier in default and cancel this order in whole or in part. In each event, MTC may obtain the items covered by the cancelled order from another Supplier and, if Supplier was selected as a

result of a competitive procurement process, Supplier shall reimburse MTC for the excess cost to MTC, if any.

- b. Without affecting its right to cancel this order under paragraph (a) above, MTC may terminate this order in whole or in part prior to shipment of goods or provision of services at no cost by providing written notice to the Supplier. In such event, MTC shall reimburse Supplier for non-recoverable costs incurred to date, not to exceed the Contract Price.

9. SCHEDULE

Unless otherwise agreed, material commitments and production arrangements should not be made by Supplier in excess of the amount or in advance of the time necessary to meet the specified delivery schedule. Time is of the essence in filling this order, and it is Supplier's responsibility to comply with MTC's delivery directions and/or schedule. Failure to deliver any item or provide any service called for by the contract within the time called for shall be grounds for termination for default as provided in 8.a.

10. INDEMNIFICATION

Contractor shall defend, hold harmless and indemnify MTC and the City of Santa Rosa, their respective commissioners, city council members, officers, agents and employees, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by MTC and City of Santa Rosa's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death; damage to personal, real or intellectual property or the environment; contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with the performance of or the failure to perform the work of this IFB by Contractor, any subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not such Liabilities are caused in part by a party indemnified hereunder, or such Liabilities are litigated, settled or reduced to judgment; provided, that the foregoing indemnity does not apply to liability for any damage or expense for death or bodily injury to persons or damage to property to the extent arising from (i) the sole negligence, or willful misconduct of, or defects in design furnished by MTC and the City of Santa Rosa, their agents, servants, or independent contractors who are directly responsible to MTC and the City of Santa Rosa (excluding Contractor), or (ii) the active negligence of MTC and the City of Santa Rosa.

The existence of any of the insurance policies or coverages described in this Contract shall not affect or limit any of MTC and the City of Santa Rosa's rights hereunder, nor shall the limits of such insurance limit Contractor's liability to MTC and the City of Santa Rosa hereunder. The provisions of this section shall survive any expiration or termination of the Contract.

11. INDEPENDENT CONTRACTOR

Supplier is an independent contractor and not an employee or agent of MTC.

12. PAYMENT

Supplier shall submit an invoice to MTC within thirty days after completion of work, unless otherwise specified in purchase order. MTC will pay invoices no later than thirty (30) days after their receipt conditioned upon approval of work done and amount billed. Invoices shall be made in writing and

delivered or mailed to MTC as follows: Accounting Section, MTC, Joseph P. Bort MetroCenter, 101 Eighth Street, Oakland, CA 94607-4700.

ADDITIONAL PURCHASE ORDER REQUIREMENTS

13. INSURANCE REQUIREMENTS

Supplier shall at its own expense, obtain and maintain in effect at all times the types of insurance listed in *Appendix D-I, Insurance Requirements*, against claims, damages and losses due to injuries to persons or damage to property or other losses that may arise in connection with the performance of work under this Agreement.

APPENDIX D-1, INSURANCE REQUIREMENTS

A. Minimum Insurance:

The insurance requirements specified in this section shall cover CONTRACTOR's own liability and the liability arising out of work or services performed under this Agreement by any subconsultants, subcontractors, suppliers, temporary workers, independent contractors, leased employees, or any other persons, firms or corporations that CONTRACTOR authorizes to work under this Agreement (hereinafter referred to as "Agents.") CONTRACTOR shall, at its own expense, obtain and maintain in effect at all times during the life of this Agreement the following types of insurance against claims, damages and losses due to injuries to persons or damage to property or other losses that may arise in connection with the performance of work under this Agreement.

CONTRACTOR is also required to assess the risks associated with work to be performed by Agents under subcontract and to include in every subcontract the requirement that the Agent maintain adequate insurance coverage with appropriate limits and endorsements to cover such risks. To the extent that an Agent does not procure and maintain such insurance coverage, CONTRACTOR shall be responsible for said coverage and assume any and all costs and expenses that may be incurred in securing said coverage or in fulfilling CONTRACTOR's indemnity obligation as to itself or any of its Agents in the absence of coverage.

In the event CONTRACTOR or its Agents procure excess or umbrella coverage to maintain certain requirements outlined below, these policies shall also satisfy all specified endorsements and stipulations, including provisions that CONTRACTOR's insurance be primary without right of contribution from MTC. Prior to beginning work under this contract, CONTRACTOR shall provide MTC with satisfactory evidence of compliance with the insurance requirements of this section.

Yes (√)	Please certify by checking the boxes at left that required coverages will be provided within ten (10) days of MTC's notice to Contractor that it is the successful bidder.
—	<u>Workers' Compensation Insurance</u> with Statutory limits, <u>and Employer's Liability Insurance</u> with a limit of not less than \$1,000,000 per employee and \$1,000,000 per accident, and any and all other coverage of CONTRACTOR's employees as may be required by applicable law. Such policy shall contain a Waiver of Subrogation in favor of MTC. Such Workers' Compensation & Employer's Liability may be waived, if and only for as long as CONTRACTOR is a sole proprietor or a corporation with stock 100% owned by officers with no employees.
—	<u>Commercial General Liability Insurance</u> for Bodily Injury and Property Damage liability, covering the operations of CONTRACTOR and CONTRACTOR's officers, agents, and employees and with limits of liability which shall not be less than \$1,000,000 combined single limit per occurrence with a general aggregate liability of not less than \$2,000,000, and Personal & Advertising Injury liability with a limit of not less than \$1,000,000. Such policy shall contain a Waiver of Subrogation in favor of MTC. MTC and the City of Santa Rosa and their commissioners, directors, officers, representatives, agents, employees, and City Council members are to be named as additional insureds. Such insurance shall be primary and contain a Separation of

	Insureds Clause as respects any claims, losses or liability arising directly or indirectly from CONTRACTOR's operations.
—	<u>Business Automobile Insurance</u> for all automobiles owned (if any), used or maintained by CONTRACTOR and CONTRACTOR's officers, agents and employees, including but not limited to owned (if any), leased (if any), non-owned and hired automobiles, with limits of liability which shall not be less than \$2,000,000 combined single limit per accident
—	<u>Umbrella Insurance</u> in the amount of \$5,000,000 providing excess limits over Employer's Liability, Automobile Liability, and Commercial General Liability Insurance. Such umbrella coverage shall be following form to underlying coverage including all endorsements and additional insured requirements.
—	<u>Property Insurance.</u> Property Insurance covering CONTRACTOR'S own business personal property and equipment to be used in performance of this Agreement, materials or property to be purchased and/or installed on behalf of MTC (if any), and builders risk for property in the course of construction (if applicable). Coverage shall be written on a "Special Form" policy that includes theft, but excludes earthquake, with limits at least equal to the replacement cost of the property. Such policy shall contain a Waiver of Subrogation in favor of MTC.

B. Acceptable Insurers. All policies will be issued by insurers acceptable to MTC, generally with a Best's Rating of A-VIII or better.

C. Self-Insurance. CONTRACTOR's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance, upon evidence of financial capacity satisfactory to MTC.

D. Deductibles and Retentions. CONTRACTOR shall be responsible for payment of any deductible or retention on CONTRACTOR's policies without right of contribution from MTC. Deductible and retention provisions shall not contain any restrictions as to how or by whom the deductible or retention is paid. Any deductible or retention provision limiting payment to the Named Insured is unacceptable.

In the event that MTC seeks coverage as an additional insured under any CONTRACTOR insurance policy that contains a deductible or self-insured retention, CONTRACTOR shall satisfy such deductible or self-insured retention to the extent of loss covered by such policy, for any lawsuit arising from or connected with any alleged act of CONTRACTOR, subconsultant, subcontractor, or any of their employees, officers or directors, even if CONTRACTOR or subconsultant is not a named defendant in the lawsuit.

E. Claims Made Coverage. If any insurance specified above is written on a "Claims-Made" (rather than an "occurrence") basis, then in addition to the coverage requirements above, CONTRACTOR shall:

- (4) Ensure that the Retroactive Date is shown on the policy, and such date must be before the date of this Agreement or the beginning of any work under this Agreement;
- (5) Maintain and provide evidence of similar insurance for at least three (3) years following project completion, including the requirement of adding all additional insureds; and
- (6) If insurance is cancelled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Agreement

effective date, CONTRACTOR shall purchase “extended reporting” coverage for a minimum of three (3) years after completion of the work.

F. Failure to Maintain Insurance. All insurance specified above shall remain in force until all work or services to be performed are satisfactorily completed, all of CONTRACTOR’s personnel, subconsultants, subcontractors, and equipment have been removed from MTC’s property, and the work or services have been formally accepted. CONTRACTOR must notify MTC if any of the above required coverages are non-renewed or cancelled. The failure to procure or maintain required insurance and/or an adequately funded self-insurance program will constitute a material breach of this Agreement.

G. Certificates of Insurance. Prior to commencement of any work hereunder, CONTRACTOR shall deliver to MTC Certificates of Insurance verifying the aforementioned coverages. Such certificates shall make reference to all provisions and endorsements referred to above and shall be signed on behalf of the insurer by an authorized representative thereof.

H. Disclaimer. The foregoing requirements as to the types and limits of insurance coverage to be maintained by CONTRACTOR are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONTRACTOR pursuant hereto, including, but not limited to, liability assumed pursuant to Indemnification of the Agreement resulting from this IFB.

By signing below, you acknowledge and agree to provide the required certificate of insurance providing verification of the minimum insurance requirements listed above within ten (10) days of MTC’s notice to firm that it is the successful bidder.

Representative Name and Title	
Name of Authorizing Official	
Authorized Signature	
Date	

NOTE: If you were unable to check “Yes” for any of the required minimum insurance coverages listed above, a request for exception to the appropriate insurance requirement(s) must be brought to MTC’s attention no later than the date for protesting IFB provisions. If such objections are not brought to MTC’s attention consistent with the protest provisions of this IFB, compliance with the insurance requirements will be assumed.

APPENDIX E, HUB OPERATOR/OWNER PERMITTING, SAFETY, AND LICENSURE REQUIREMENTS

Contractor must satisfy the City of Santa Rosa's permit, safety, service, and licensure requirements stipulated below. This list is not exhaustive in terms of permitting, licensure and safety requirements for the Santa Rosa Transit Mall. It is the responsibility of the Contractor to ensure compliance with all requirements. Proof of compliance to be provided to the Santa Rosa Hub Manager and the MTC Contract Manager or his designee prior to commencing work within the Santa Rosa Transit Mall and environs.

I. SANTA ROSA HUB PROJECT MANAGER CONTACT INFORMATION

The lead and alternate Hub Project Managers for the City of Santa Rosa and their contact information is as follows:

Hub Project Manager	Phone	Email
Lead: Scott Allen	(707) 543-3118	swallen@srcity.org
Alt.: Joy Gipson	(707) 543-3336	jgipson@srcity.org

II. PERMITTING AND OTHER SPECIAL REQUIREMENTS

It is the responsibility of the Contractor to verify the permitting agency for all signs and obtain the necessary permits. All costs associated with permits that the Contractor must secure shall be borne by the Contractor.

In addition to permits for sign installation, Contractor must meet safety thresholds and secure official permission from City of Santa Rosa through their Hub Project Manager to work on their premises as previously noted and listed below.

Specific permit(s) required include, but are not limited to, an encroachment permit.

Contractor shall confirm most up-to-date requirements with the Santa Rosa Hub Project Manager prior to commencing any on-site work.

APPENDIX F, GENERAL CONDITIONS FOR CONSTRUCTION CONTRACTS

GC-1 Designation of Subcontractors. The Contractor shall comply with the requirements of the Subletting and Subcontracting Fair Practices Act, State Public Contract Code Sections 4100 *et seq.*, concerning listing of Subcontractors by all persons submitting bids for public work. As used in this Article GC-1, "Subcontractors" shall include only those Subcontractors which have an employee or employees at the jobsite who fall within one or more of the classifications contained in the applicable prevailing rate of wages in the locality in which the Work is to be performed, and shall exclude the Contractor or any Subcontractor whose only employees at the jobsite are engaged solely in the delivery of materials.

GC-2 Differing Site Conditions. The Contractor shall promptly upon discovery, and before the conditions are further disturbed, notify the Contract Manager or designee, in writing, of:

- (a) Subsurface or latent physical conditions at the site which differ materially from those indicated in the Contract Documents;
- (b) Unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract;
- (c) Material deviations from dimensions, tolerances, conditions or locations of facilities indicated; or
- (d) Material that the Contractor believes may be hazardous waste which is not already identified as hazardous material in the Contract, as defined in Section 25117 of the State Health and Safety Code, that is required to be removed to a Class I, Class II or Class III disposal site in accordance with provisions of existing law.

GC-3 Labor Provisions Contractor and each Subcontractor shall pay to all workers employed on the Work not less than the prevailing rate of wages as determined in accordance with the State Labor Code as indicated herein.

GC-3.A Safety. In addition to Contractor's own safety procedures, and any safety procedures required under Federal, state, or local laws or regulations, including compliance with the provisions of the California Occupational Safety and Health Act of 1973 and any additional safety requirements contained in **Section III, Special Conditions**, implement and enforce all safety requirements that are determined by MTC's Safety Coordinator to be applicable to the performance of any Work under this Contract.

GC-3.B Overtime Requirements Neither Contractor nor any subcontractor of any tier require or permit any worker to work in excess of eight (8) hours in any day or in excess of forty (40) hours in any work week (defined as seven (7) sequential calendar days) unless such worker receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of eight hours in any day or in excess of forty (40) hours in such work

week, whichever is greater. Failure to comply with the preceding requirements will subject the Contractor or any subcontractor of any tier to the penalties specified in Labor Code §1813.

GC-3.C Prevailing Wage Rates Contractor and all subcontractors shall comply with applicable sections of the California Labor Code and regulations promulgated thereunder (including without limitation, Sections 1720 *et seq.* and Title 8 of the California Code of Regulations Sections 16000 *et seq.*) governing the payment of prevailing wages, as determined by the Director of the California Department of Industrial Relations, in regards to all work performed under this Contract. In particular, your attention is drawn to Labor Code Sections 1771 (payment of prevailing wage rate), 1775 (penalty for non-payment), 1776 (payroll records), and 1777.5 (use of apprentices). Appendix J, Wage Determinations, is attached hereto and incorporated herein by this reference.

Contractor and all subcontractors under this Contract is subject to California Labor Code Section 1720 *et seq.*, shall be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 and furnish electronic certified payroll records directly to the Labor Commissioner through the internet portal of the Division of Labor Standards Enforcement.

GC-3.D Retention of Labor Records In the performance of the work specified in this Contract, Contractor is responsible for compliance with California Labor Code Section 1776 pertaining to payroll records. Contractor and all of subcontractors of any tier must maintain all payrolls and basic payroll records during the course of the work and must preserve them for a period of three (3) years from the completion of the Contract. Such records must contain the names of all employees, their address, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. These records will be made available by Contractor or any subcontractors of any tier for inspection, copying, or transcription by authorized representatives of MTC and if requested by the California Department of Industrial Relations, Contractor or any subcontractors of any tier will permit such representatives to interview employees during working hours on the job.

GC-3.E Employment of Apprentices In the performance of the work specified in this Contract, Contractor is responsible for compliance with California Labor Code Section 1777.5, pertaining to the employment of registered apprentices.

GC-3.F Subcontracts Insert in all of subcontracts the clauses set forth in this **GC-3, Labor Provisions** and also a clause requiring its subcontractors to include these clauses in any lower tier subcontracts. Contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this **GC-3, Labor Provisions**. Pursuant to Public Contract Code §6109, Contractor is prohibited from performing work on the Project with a subcontractor who is ineligible to perform work on a public works project pursuant to Sections 1777.1 or 1777.7 of the California Labor Code.

GC-3.G Payroll Records.

- (a) The Contractor shall comply with the provisions of State Labor Code Sections 1776 and 1812, and shall be responsible for compliance by its Subcontractors. The penalties

specified in subdivision (h) of State Labor Code Section 1776 for noncompliance may be deducted from any monies due which may become due to the Contractor.

- (b) A certified copy of payroll records provided for in State Labor Code Section 1776 shall be furnished to the Contract Manager or designee each week.

GC-3.H Claim for Additional Compensation. MTC will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the prevailing wage rate set forth in the Contract. The possibility of wage increases is one of the elements to be considered by the Contractor in determining its Bid, and will not under any circumstances be considered as the basis of a claim against MTC under the Contract.

GC-3.I DIR Monitoring and Enforcement. This project is subject to monitoring and enforcement by the California Department of Industrial Relations (DIR) with respect to the payment of prevailing wages. (See Labor Code § 1771.3.) The Contractor shall submit electronic certified payroll records directly to the Labor Commissioner through the internet portal of the Division of Labor Standards Enforcement. Additionally, the Contractor shall ensure that each subcontractor on the project submits electronic certified payroll directly to the DIR. The Contractor is directed to <http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html> to submit certified payroll records and shall ensure that subcontractors are directed to do the same.

GC-4 Payment of Taxes. The Contract Prices paid for the Work shall include full compensation for all taxes which the Contractor is required to pay whether imposed by Federal, State or local government, including, without limitation, Federal excise taxes, whether or not the laws, regulations, orders and judgments respecting such taxes are changed following submission of the Contractor's bid or execution of the Contract. The Contractor shall promptly pay such taxes when and as they become due, and shall indemnify, defend and hold harmless MTC and City of Santa Rosa and all of their commissioners, city council members, directors, officers, agents, Contractors, and employees against any claims, losses, liabilities, penalties, interest, damages or expenses (including attorneys' fees and related costs), resulting from failure by the Contractor or its Subcontractor and vendors to pay such taxes or comply with the applicable tax laws. MTC will not furnish any tax exemption certificate nor sign any document designed to exempt the Contractor from payment of any tax.

GC-5 Permits and Licenses. Except as may be otherwise indicated, the Contractor shall procure all necessary permits and licenses, pay all charges and fees, comply with all permit conditions and give all notices necessary and incident to the due and lawful prosecution of the Work.

GC-6 Contractor Inspection. The Contractor shall inspect all materials, supplies and equipment that are to be used, consumed or incorporated in the Work. In addition, Contractor shall conduct a continuous program satisfactory to the Contract Manager or designee of construction quality control for all Work performed under this Contract. The Contractor shall have the primary responsibility for inspecting the Work and materials; the Contract Manager or designee's inspection is conducted to verify that the Contractor has performed its inspections. Any observation, verification, inspection, or approval of the Work or materials by MTC Contract

Manager (or his designee) or the Hub Project Manager shall not relieve the Contractor of any of Contractor's obligations to fulfill the Contract as prescribed. Work and materials not meeting Contract requirements shall be made acceptable, and unsuitable work or materials may be rejected, notwithstanding that payment for such Work or materials may have been previously authorized and included in a progress payment.

GC-6.A Uncovering of Work. Re-examination of questioned Work may be ordered by the Contract Manager or designee at any time before Acceptance. If so ordered, the Work shall be uncovered by the Contractor. If such Work is found to be in accordance with the Contract Documents, MTC will pay for the cost of testing and of uncovering or removing and replacing for the covering or making good of the parts removed. If such Work so exposed or examined is not in accordance with the Contract Documents, the testing and uncovering or removal, replacement, and recovering shall be at the Contractor's expense.

GC-7 Removal of Rejected and Unauthorized Work. All work which has been rejected shall be promptly remedied, or removed and replaced by Contractor in an acceptable manner and no compensation will be allowed Contractor for such removal, replacement, or remedial Work.

GC-7.A Unauthorized Work. All work done beyond the lines and grades shown on the Contract Drawings or established by the Contract Manager or designee, and all extra work done without written authorization will be considered as unauthorized work. Upon order of the Contract Manager or designee, unauthorized work shall be remedied, removed, or replaced at the Contractor's expense.

GC-7.B Failure to Remedy. Upon failure of the Contractor to remedy, to remove, or to replace rejected or unauthorized work, or to comply promptly with any order of the Contract Manager or designee made under Paragraph GC-7, the Contract Manager or designee may cause rejected or unauthorized Work to be remedied, removed, or replaced by others and deduct the costs thereof from any monies due or to become due the Contractor.

GC-8 Prompt Payment.

ARTICLE 1.7 MODIFICATIONS; PERFORMANCE; PAYMENT [Added Stats 1992 Ch. 799 § 2 (SB 56).]

§ 20104.50. Legislative intent regarding prompt payment; Interest on late payment; Procedure; Definitions (a) (1) It is the intent of the Legislature in enacting this section to require all local governments to pay their contractors on time so that these contractors can meet their own obligations. In requiring prompt payment by all local governments, the Legislature hereby finds and declares that the prompt payment of outstanding receipts is not merely a municipal affair, but is, instead, a matter of statewide concern.

(2) It is the intent of the Legislature in enacting this article to fully occupy the field of public policy relating to the prompt payment of local governments' outstanding receipts. The Legislature finds and declares that all government officials, including those in local government, must set a standard of prompt payment that any business in the private sector which may contract for services should look towards for guidance.

(b) Any local agency which fails to make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from a contractor on a construction contract shall pay interest to the contractor equivalent to the legal rate set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure.

(c) Upon receipt of a payment request, each local agency shall act in accordance with both of the following: (1) Each payment request shall be reviewed by the local agency as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.

(2) Any payment request determined not to be a proper payment request suitable for payment shall be returned to the contractor as soon as practicable, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

(d) The number of days available to a local agency to make a payment without incurring interest pursuant to this section shall be reduced by the number of days by which a local agency exceeds the seven-day return requirement set forth in paragraph (2) of subdivision (c).

(e) For purposes of this article:

(1) A "local agency" includes, but is not limited to, a city, including a charter city, a county, and a city and county, and is any public entity subject to this part.

(2) A "progress payment" includes all payments due contractors, except that portion of the final payment designated by the contract as retention earnings.

(23) A payment request shall be considered properly executed if funds are available for payment of the payment request, and payment is not delayed due to an audit inquiry by the financial officer of the local agency.

(f) Each local agency shall require that this article, or a summary thereof, be set-forth in the terms of any contract subject to this article.

GC-9 Resolution of Construction Claims

ARTICLE 1.5 RESOLUTION OF CONSTRUCTION CLAIMS

[Added Stats 1994 Ch. 726 § 22 (AB 3069), effective September 21, 1994. Former Article 1.5, a/so entitled "Resolution of Construction Claims" consisting of §§ 20104-20104.6, was added Stats 1990 Ch. 1414 § 2 and repealed, operative January 1, 1994, by the terms of § 20104.8.]

§ 20104. Application of article; "Public work"; "Claim"

(a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter I of Part 2.

(b) (1) "Public work" has the same meaning as in Sections 3100 and 3106 of the Civil Code, except that "public work" does not include any work or improvement contracted for by the state of the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991. (Added Stats 1994 Ch. 726 § 22 (AB 3069), effective September 21, 1994)

§ 20104.2 Requirements to submit claim; Agency's response; Dispute by claimant over response; Failure of agency to respond; Inapplicability of article to tort claims

For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b) (1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c) (1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within

30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time the claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

(Added Stats 1994 Ch. 726 § 22 (AB 3069), effective September 21, 1994)

§ 20104.4 Procedures to resolve claims

The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 (Article 3(commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation of arbitration process.

(Added Stats 1994, Ch. 726 § 22 (AB 3069), effective September 21, 1994)

§ 20104.6 Payment of portion of claim which is undisputed; Payment of interest on arbitration award or judgment.

(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award of judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

(Added Stats 1994, Ch. 726 § 22 (AB 3069), effective September 21, 1994)

§ 20104.8 [Section repealed 1993.]

(Added Stats 1990 Ch. 1414 § 2 (AB 4165). Repealed, operative January 1, 1994, by its own terms.

APPENDIX G, BIDDER'S BOND SINGLE SURETY

KNOW ALL MEN BY THESE PRESENTS. That we _____ as
 PRINCIPAL, and _____ as SURETY, are held and
 firmly bound unto the Metropolitan Transportation Commission, hereinafter called MTC, in the penal
 sum of TEN PERCENT OF THE TOTAL AMOUNT OF THE BID of the Principal above named,
 submitted by said Principal to MTC, for the work described below, for the payment of which sum in
 lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors,
 administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability
 of the Surety hereunder exceed the sum of
 \$ _____

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the
 above-mentioned bid to MTC, for certain work and services described as follows, for which bids are to be
 opened on _____
 (insert date of Bid opening)

For _____
 (copy here the exact description of the work; including location, as it appears on the Bid)

Principal, if awarded the contract, and, within the time and manner required under the specifications,
 enters into a written contract by accepting MTC's signed purchase order, in accordance with the bid, and
 files the two bonds with MTC, one to guarantee faithful performance and the other to guarantee payment
 for labor and materials, then this obligation shall be null and void; otherwise, it shall be and remain in full
 force and effect.

In the event suit is brought upon this bond by MTC and judgment is recovered, the surety shall pay all
 costs incurred by MTC in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this _____ day of
 _____, 2015.

Principal

 _____ (SEAL)

Surety

 _____ (SEAL)

(Note: Signatures of those executing for the surety must be notarized.)

APPENDIX G-1, BIDDER’S BOND FORM MULTIPLE SURETY

KNOW ALL MEN BY THESE PRESENTS. That we _____
as PRINCIPAL, and the undersigned corporations as Sureties, are held and firmly bound
unto the Metropolitan Transportation Commission, hereinafter called MTC, in the penal
sum of TEN PERCENT OF THE TOTAL AMOUNT OF THE BID of the Principal
above named, submitted by said Principal to MTC, for the work described below, for the
payment of which sum in lawful money of the United States, well and truly to be made,
we bind ourselves, our heirs, executors, administrators and successors, jointly and
severally, firmly by these presents, provided that we, the Sureties, bind ourselves in such
sum jointly and severally as well as severally only for the purpose of allowing a joint
action or actions against any or all of us, and for all other purposes each Surety binds
itself jointly and severally with the Principal for the payment of such sum only as appears
opposite its name in the schedule hereinafter set forth.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has
submitted the above-mentioned bid to MTC, for certain work and services specifically
described as follows, for which bids are to be opened on

(insert date of Bid opening)

(copy here the exact description of the work; including location, as it appears on
the Bid)

NOW, THEREFORE, If the aforesaid Principal is awarded the contract, and, within the
time and manner required under the specifications, enters into a written contract by
accepting MTC’s signed purchase order, in accordance with the bid, and files the two
bonds with MTC, one to guarantee faithful performance and the other to guarantee
payment for labor and materials, then this obligation shall be null and void; otherwise, it
shall be and remain in full force and effect.

In the event suit is brought upon this bond by MTC and judgment is recovered, the
sureties shall pay all cost incurred by MTC in such suit, including a reasonable attorney’s
fee to be fixed by the court.

The schedule of sums for the payment of which each surety is jointly and severally bound
with the Principal as hereinabove set forth, is as follows:

<u>Surety</u>	<u>Name and State of Incorporation</u>	<u>Limit of Liability</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this _____
day of _____, 2015.

[SEAL]

Principal

By _____

Surety

[SEAL]

Principal

By _____

Surety

[SEAL]

Principal

By _____

Surety

(Note: Signatures of those executing for the surety must be notarized.)

APPENDIX G-2 PERFORMANCE BOND TO ACCOMPANY CONTRACT

KNOW ALL MEN BY THESE PRESENTS

THAT WHEREAS, the Metropolitan Transportation Commission (MTC) has awarded to

as principal, hereinafter designated as the "Contractor," a contract for the work described as follows:

**Purchase and Install Real-Time Transit Information Displays
at the Santa Rosa Transit Mall**

AND WHEREAS, Contractor is required to furnish a bond in connection with said contract guaranteeing the faithful performance thereof;

NOW, THEREFORE, We, the undersigned Contractor and Surety, are held and firmly bound unto MTC and City of Santa Rosa, in the sum of

_____ dollars
(\$ _____), to be paid to MTC or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the foregoing contract and any alteration thereof made, as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless MTC, its officers and agents, as therein stipulated, then this obligation shall become and be null and void; otherwise, it shall be and remain in full force and effect.

If contractor has been declared by MTC to be in default under the Contract for failing to perform the contract, Surety shall have a reasonable time to:

1. Upon entering into an acceptable written takeover agreement with Obligee, undertake to perform and complete the Construction Work to be done under the Contract; or
2. Obtain bids or negotiated proposals from qualified contractors for a contract for completion of the Construction Work to be done under the Contract, arrange for a contract to be prepared for execution by Obligee and contractor, to be secured with

performance and payment bonds executed by a qualified surety; or

3. Waive its right to perform or complete the Construction Work pursuant to paragraphs 1 and 2 above, and with reasonable promptness under the circumstances: (a) After investigation, determine the amount for which it maybe liable to the Obligee and, as soon as practicable after the amount is determined, tender payment therefore to the Obligee, or (b) Deny liability in whole or in part and notify the Obligee citing reasons therefore.

4. The Contract balance, as defined below, shall be credited against the reasonable costs of completing the Contract. If completed by Obligee pursuant to paragraphs 2 or 3 above, and the reasonable cost exceeds the Contract balance, Surety shall pay to Obligee such excess, but in no event shall the aggregate liability of Surety exceed the amount of this bond. If Surety completes the Contract pursuant to paragraph 1 above, that portion of the Contract balance as may be required to complete the Work to be done under the Contract and to reimburse Surety for its outlays shall be paid to Surety at the times and in the manner as said sums would have been payable to Principal had there been no default under the Contract; provided, however, that to the extent that Surety's outlays exceed the Contract balance paid to Surety by Obligee, Surety shall be entitled to a dollar for dollar reduction of its liability under this bond, and Surety's aggregate liability shall not exceed the penal sum of this bond. The term "Contract balance," as used in this paragraph, shall mean the total amount payable by Obligee under the Contract and any amendments thereto, less the amounts property paid by Obligee to Principal under the Contract.

5. No suit or action shall be commenced hereunder other than in a court of competent jurisdiction in the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated and not elsewhere.

SIGNED, this _____ day of _____ A.D.,
2015.

Principal

[Name of Surety]

[SEAL]

Attorney in Fact

DUAL OBLIGEE RIDER

To be attached to and form a part of Performance Bond No. _____, executed concurrently with this rider, it is agreed that: _____, as Surety, and _____, as Principal, for valuable consideration, hereby agree that the Performance Bond executed in favor of _____, as Obligees, in connection with a contract for: _____

which bond and contract are made a part of hereof by reference, shall now include the City of Santa Rosa as Dual Obligee in their capacity as Property Owner, respectively, for the aforementioned project.

The Surety shall not be liable under this bond to the Obligees, or any of them, unless the said Obligees, or any of them, shall make payments to the Principal or to the Surety, in case the Surety arranges for the completion of the contract upon default of the Principal, strictly in accordance with the terms of said contract as to payments, and shall perform all the other obligations to be performed under said contract at the time and in the manner therein set forth.

In no event shall the Surety be liable in the aggregate to all Obligees for more than the penal sum of its Performance Bond, nor shall it be liable except for a single payment for each single breach or default. At the Surety's election, any payment due to any Obligee may be made by its check issued jointly to all.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this _____ day of _____, _____.

Principal

Surety

Attorney in Fact

[SEAL]

APPENDIX G-3, PAYMENT BOND TO ACCOMPANY CONTRACT**KNOW ALL MEN BY THESE PRESENTS**

THAT WHEREAS, the Metropolitan Transportation Commission has awarded to

as Principal, hereinafter designated as the "Contractor," a contract for the work described as follows:

**Purchase and Install Real-Time Transit Information Displays
at the Santa Rosa Transit Mall**

AND WHEREAS, Contractor is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics or material suppliers employed on work under said contract as provided by law;

NOW, THEREFORE, We the undersigned Contractor and Surety are held and firmly bound unto the Metropolitan Transportation Commission in the sum of _____ dollars (\$_____), said sum being 100% of the estimated amount payable by the said the Metropolitan Transportation Commission under the terms of the contract, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly and by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal or its subcontractors, heirs, executors, administrators, successors, or assigns, fails to pay any subcontractors, suppliers, amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of employees of the Contractor and Subcontractors with respect to the work and labor, the Surety will pay for the same, in an amount not exceeding the sum hereinabove specified, and also, in case suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court.

It is further stipulated and agreed that the Surety on this bond will not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or any contract, plans, or agreement pertaining or relating to any scheme or work of improvement hereinabove described or pertaining to or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement hereinabove described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances will Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between MTC and original Contractor or on the part of any oblige named in such bond, but the sole conditions of recovery will be that claimant

has not been paid the full amount of its claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF this instrument has been duly executed by Principal and Surety on this _____ day of _____, 2015.

PRINCIPAL:**SURETY:**

 (Company)

 (Company)

 (Signature)

 (Signature)

 (Name – Please Print)

 (Name – Please print)

 (Title)

 (Title)

NOTE TO SURETY COMPANY:

The following form of acknowledgement should be used. If any other form of acknowledgement is used, there must be submitted a certified copy of un-revoked resolution of authority for the attorney-in-fact.

SURETY COMPANY ATTORNEY-IN-FACT

State of California)

County of _____)

On _____, before me, the undersigned, a Notary Public in and for the State, personally appeared _____, known to me to be the duly authorized Attorney-in-Fact of the corporate Surety named in the within instrument, known to me to be authorized to execute that instrument on behalf of said corporation, known to me to be the person whose name is subscribed to such instrument as the Attorney-in-Fact of said corporation, and acknowledged to me that he (she) subscribed the name of said corporation thereto as Surety, and his (her) own name as Attorney-in-Fact and that said corporation executed the same.

**WITNESS MY HAND
 AND OFFICIAL SEAL:**

(SEAL)

 Notary Public for the State of California

Acknowledgement by Attorney-in-Fact must be attached.
 Corporate seals of Principal and Surety must be attached.

APPENDIX H, LABOR CERTIFICATION

I am aware of the provisions of Section 3700 of the **Labor Code** which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Date

(Signature of authorized official)

(Type/print name and title)

APPENDIX I, REGIONAL REAL TIME REQUIREMENTS AND SPECIFICATIONS (VER. 5.0)



Real-Time Transit Information System

REGIONAL REAL-TIME SIGNS REQUIREMENTS AND SPECIFICATIONS

Version 5.0

Prepared for:

Metropolitan Transportation Commission



Prepared by:

Kimley»Horn

May 2015

DOCUMENT HISTORY

DOCUMENT DESCRIPTION	DATE	VERSION
FIRST RELEASE OF THE PHYSICAL REQUIREMENTS AND SPECIFICATIONS	2/7/2007	1.0
DRAFT UPDATE TO THE PHYSICAL REQUIREMENTS AND SPECIFICATIONS	2/26/2010	2.0
SECOND DRAFT UPDATE OF THE PHYSICAL REQUIREMENTS AND SPECIFICATIONS	4/1/2010	3.0
THIRD DRAFT UPDATE OF THE REQUIREMENTS AND SPECIFICATIONS	5/4/2010	4.0
SECOND RELEASE OF THE PHYSICAL REQUIREMENTS AND SPECIFICATIONS	8/26/2010	4.1
FOURTH DRAFT UPDATE OF THE REQUIREMENTS AND SPECIFICATIONS	8/4/2011	4.2
FIFTH UPDATE TO THE REQUIREMENTS AND SPECIFICATIONS – ADDED BANDWIDTH AND TESTING GUIDELINES	12/22/2011	4.3
UPDATE FOR REGIONAL TRANSIT WAYFINDING GUIDELINES & STANDARDS 3.0	MAY 2015	5.0

1. INTRODUCTION

As part of the Regional Real-Time Transit Information System, transit agencies will be sending MTC/511 transit arrival/departure predictions for this information to be made available on the phone and the 511 website. In addition, MTC will disseminate predictions to a network of regional signs located at transit hubs. The transit hub signs will display the predictions for all applicable agencies and routes that service the specific transit hub.

MTC would like to manage the content and format of the messages displayed on the regional signs so that they provide useful and consistent information to Bay Area transit users. As such, MTC, with input from the transit agencies, developed a set of principles to ensure that the signs display the proper information in the agreed upon format.

2. PROPOSED SYSTEM

Due to the complex nature of trying to maintain consistency of content and format, and the importance to keep costs to the agencies low, it is important to design the system in such a way to best accomplish both goals.

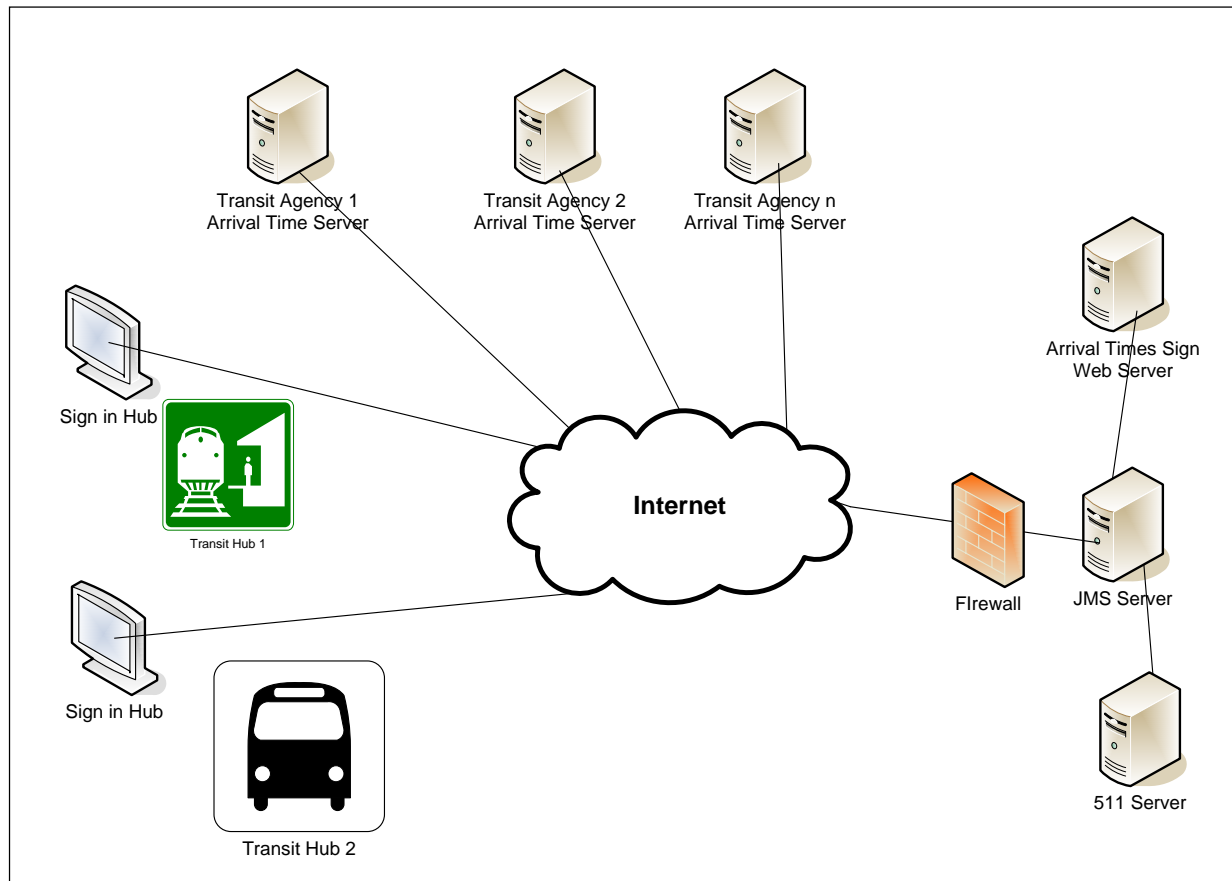
The solution is to send the prediction data to a web server located at the 511 Traveler Information Center (TIC). This web server will be configured such that it will contain separate web pages for each transit hub slated to have signs. At each hub, the regional real-time display (RTD) will be able to display the contents of the web page assigned for that specific hub. The web server will be configurable to allow the maximum control over the content and format of the messages. Some of the configurations will include, but not be limited to:

- For each hub: Agency, route and direction to be displayed on each line, and the display order of the routes.
- For the overall system: font, number of predictions per line, colors, display time for each page when alternating pages are used, how far into the future must departure times be for display, timeout values, and error messages.

Some of the benefits of this solution include:

- Reduction of latency: Since there will be no additional communications of data to the hubs, data on the signs will be updated as often as the web pages are refreshed.
- More availability to the public: If desired, the web pages could be made available to the public for display on home computers or PDAs.

The following figure illustrates a high level concept of the proposed regional sign system.



In order to maintain a sense of consistency of the regional signs under the Regional Real-Time Transit Information System, the following sections are minimum requirements and specifications for the signs and the sign controller. In essence, the signs are simply large screen monitors connected to, or integrated with, a computer that displays a specific web page.

3. SIGN REQUIREMENTS AND SPECIFICATIONS

The following are the mandatory requirements for the regional real-time signs.

1. The regional sign shall have the ability to display the specific contents of a web page generated by a website for real-time transit information.
2. The regional sign shall not be interrupted by any pop-up windows/alerts/messages that automatically appear in front of sign data and interfere with the dissemination of real-time transit information. Specifically, the system with which the sign is connected shall be configured to prevent all pop-up boxes/messages/alerts from automatic software update checks or other software configuration for alerts and messages. Items that normally conduct automatic update checks include, but are not limited to, the following:
 - Windows (the system itself),
 - Web browsers (IE, Firefox, Chrome, etc.)
 - Installed third party software (Adobe, antivirus applications, etc.)

3. The RTD shall not be interrupted by screen savers or popups of any kind that automatically appear in front of sign data and interfere with the dissemination of real-time transit information. Specifically, the system with which the sign is connected shall be configured to prevent screen savers and popups of any kind from appearing at any time.
4. The web page shall be displayed in full screen format, without the appearance of browser headers and operating system navigation and status bars. The web page shall be the only item to appear on the screen at all times.
5. Separate alternating pages will be displayed, if a given location has more information than can be rendered on a single page displayed on the RTD screen. These pages will be rendered from a single URL. The display time for each page when pages are alternated will be subject to a pre-defined timer. Scrolling-web page shall not be permitted.
6. The RTD shall meet the following minimum specifications:
 - Minimum size: 45" diagonal (active display area)
 - Viewing Angles (Horizontal/Vertical): 178 degrees/178 degrees
 - Minimum colors: 16 million
 - Minimum resolution: 1920x1080
 - Contrast Ratio: 2000:1
 - Brightness Levels: Indoor installations = 450 cd/m² (candelas per square meter)
Outdoor installations = 600 cd/m²
 - Ability to be positioned with a tilt toward the ground (up to 15 degrees from vertical access)
7. The controller (PC) for the RTD shall include an Network Interface Card (NIC) for connection to the Internet and shall be able to launch and run a standard web browser (i.e., Internet Explorer).
8. The Internet connection that used for RTD units shall provide at least 384 kilobits per second (Kbps) of bandwidth. This Internet connection and minimum bandwidth shall be dedicated for up to two (2) RTD units and no other uses will be allowed for that same Internet connection.
9. Use of cellular data modems for internet connectivity has been done on a limited basis for South Bay deployments and may be considered for future deployments. Availability of cellular service and service performance should be verified prior to final design and construction.
10. The regional real-time signs shall be in operation for not less than five years.
Note: Should any regional real-time d fail, malfunction or cease to display real-time transit information prior to a five-year operating life, the agency shall be responsible for the repair or replacement of the real-time sign. RTDs that have been in operation for five or more years will be replaced by MTC.

4. CONSIDERATIONS

The following are specification items that should be considered based on the specific situations at each hub and the locations for the regional signs. These considerations are optional. If an agency decides to not take into account these considerations, the agency is still required to ensure that its signs meet the mandatory requirements listed in section 3 of this document.

4.1 *Sealed Enclosures*

Depending on the specific location and environmental conditions of the area where the real-time displays will be installed, there will be different recommendations for providing a sealed enclosure to protect the real-time display. The following scenarios describe the various conditions in which the real-time displays could be installed. Included with the descriptions are the sealed enclosure recommendations for the real-time displays under each scenario. Each IP-rated enclosure is sealed and includes a built-in cooling unit. Sections 4.1.1 and 4.1.2 describe the enclosure types in greater detail.

Table 1: Installation Scenarios for Real-Time Displays (RTDs)			
Scenario	Type	Description	Recommended Enclosure
A	Outdoors	The real-time display is installed within an area subject to direct exposure to sunlight and the outside elements including rain, wind, dust, moisture. Temperature conditions can reach in excess of 100 degrees Fahrenheit (38 degrees Celsius).	IP 65
B	Outdoors	The real-time display is installed within a non-sealed (i.e., not IP rated) cabinet, where the cabinet is subject to direct sunlight and exposure to the elements including rain, wind, dust, moisture. Temperature conditions can reach in excess of 100 degrees Fahrenheit.	IP 54
C	Outdoors	The real-time display is installed within a small covered area that is subject to indirect or direct sunlight and exposure to the elements including rain, wind, dust, and moisture. Temperature conditions can reach in excess of 100 degrees Fahrenheit. An example is a small covered area such as underneath an awning where the display will be exposed to outside environment elements.	IP 65
D	Indoors	The real-time display is installed within an indoor environment that is subject to indirect sunlight and exposure to the elements including wind, dust, and moisture, but not rain. Temperature conditions can reach up to 100 degrees Fahrenheit. An example is an area that is covered on most sides, but does not have doors. Thus, this indoor area will not have temperature controls and will be subject to some of the outside environment elements.	IP 54

Table 1: Installation Scenarios for Real-Time Displays (RTDs)			
Scenario	Type	Description	Recommended Enclosure
E	Indoors	The real-time display is installed within a non-sealed (i.e., not IP rated) cabinet in an indoor area, where the cabinet is subject to wind, dust, moisture, and indirect sunlight, but not rain. Temperature conditions can reach up to 100 degrees Fahrenheit. An example is an area that is covered on most sides, but does not have doors. Thus, this indoor area will not have temperature controls and will be subject to some of the outside environment elements.	IP 54
F	Indoors	The real-time display is installed within a controlled environment that experiences low moisture, low wind, and no direct or indirect sunlight. Temperatures are controlled and can reach no higher than 80 degrees Fahrenheit (27 degrees Celsius).	None

The IP ratings are intended to protect the highly sensitive electronics of the display and the display controller (i.e., PC) from the elements. The following are the requirements for the IP ratings of the display enclosure.

4.2 Enclosures with an IP65 Rating

This is the highest form of protection for the real-time displays (RTDs). The enclosure provides the only form of protection for the display monitor, embedded PC and any peripheral equipment. And, as the enclosure includes a cooling unit, it also provides the only form of climate control for the displays, which may generate and be exposed to high levels of heat.

The real-time displays should be installed in an IP65 rated enclosure when the display assembly (display and enclosure) is installed in an outside environment subjected to all of the elements in particular rain, dust and moisture. Outside environments include sidewalk and planter areas, medians, uncovered parking lots, uncovered pier areas, bus shelters, transit center bus platforms (covered or uncovered), and any situation where the enclosure is in a outdoor environment as described in Section 4.1.

4.3 Enclosures with an IP 54 Rating

This is the second highest form of protection for the real-time displays. The enclosure provides protection from moisture and some protection from dust, wind, and little protection from rain. Dust may enter the enclosure in dusty and windy environments, and water will get through during washdown of water (i.e., rain). The enclosure also includes a cooling unit.

The real-time displays should be installed in an IP54 rated enclosure when the display assembly (display and enclosure) is installed in an outside environment but has some form of additional protection from the outdoor elements. The additional protection items could include a non-sealed enclosure such as a Transit Information Display case, a covered walkway area that has walls covering most sides but does not have doors (e.g., pedestrian underground walkway areas, unpaid areas of BART).

4.4 Anti-Glare

Anti-glare screen elements should be provided for those hubs that will have regional signs subject to indirect lighting or sunlight where the glare will have visual impacts to reading the display contents.

4.5 Wireless Connectivity

Each real-time display should be capable of wireless connectivity (802.11) where applicable. This is essential for those hubs that do not have a wired network environment and thus the most practical means of a networked connection is using wireless connectivity. Communications performance (e.g., bandwidth, latency, data drops) of wireless repeaters and wireless routers should be verified prior to installation.

4.6 Sign Controller

The real-time displays in a specific hub can be networked together and utilize a single Internet connection. It is preferable to have all of the regional real-time displays within a hub to be networked together in order to have a single point of communications to the 511 system to reduce communications costs.

Other considerations for the sign controller include the following minimum specifications:

- CPU: 2.5GHz dual core or similar
- Memory: 4GB RAM
- Ethernet: 10/100 network interface card (RJ-45)
- Connectors: EIA-232 (2 ports), USB 3.0 (2 ports)
- Keyboard/mouse: USB
- Operating temperature: -10 to +50 degrees Celsius (+14 to +122 degrees Fahrenheit)
- Humidity Operation: 5~90% non condensing
- Hardware Drive: 50GB

The sign controller should include a standard port to connect to a display monitor such as an HD15 port. Other ports that could be included are DVI, composite and SD video ports.

4.7 Sign Controller and Monitor Distance

The cable that connects the monitor with the sign controller should be a high bandwidth, shielded cable capable of carrying the video signals for the pixel resolution (e.g., VGA, Wide XGA) of the proposed display/monitor.

It is preferred that the Sign Controller and the Monitor be constructed as a single unit. If the Sign Controller and the Monitor are separated, the distance between the monitor and the sign controller should be 10 feet or less. This distance takes into account all of the cable routing distance including twists and bends which may yield and final video cable length can be up to

15 feet or even slightly more. Specialized video cables can be used for longer cable lengths. However using longer specialized video cables will require signal converters at each end of the cable.

5. REVIEW/APPROVALS PROCESS

The agencies shall submit their plans and/or details of the regional real-time signs (RTDs) to MTC's Hub Signage Program Manager for review and approval.

Submitted details shall list the proposed sign's specifications and explain plans for how sign will comply with all other, non-specification-based requirements.

MTC shall sign off of on the agency's compliance with the mandatory requirements and specifications listed in Section 3. This includes documentation that each RTD unit has passed all tests per the Testing Guidelines. This review is strictly for compliance with the mandatory elements.

MTC will also review for the consideration elements and provide input to the agencies. This input is intended to provide guidance on potential considerations that could increase the operating life of the real-time signs proposed by the agencies.

6. TESTING GUIDELINES

The RTD assembly should be tested prior to installation (connected to test network) and after installation (connected to the permanent communication network). Test plans should be submitted for approval prior to scheduling tests.

6.1 Pre-installation testing

The pre-installation testing of the RTD shall be done in a controlled setting (e.g. factory) on a test network connected to the 511 Web server. The purpose of this testing is to identify and resolve communication and configuration issues prior to installation. This testing should be in accordance with the guidelines used for post-installation testing (environmental and time horizons modified as needed.)

6.2 Post-installation testing

Upon installation of the RTD assembly, post-installation testing shall commence to verify the proper operation of the unit. The post-installation testing shall be in accordance with the guidelines below. Note that these guidelines are intended to be the minimum necessary to verify the proper operations of the RTD units. The agencies are encouraged to expand upon these test guidelines to further test the performance and operation of the RTD units.

- a) Verify that all popups, screen savers and any other automated scripts are turned off.
- b) Launch the internet browser on unit and enter the 511 webpage URL.
- c) Confirm that the RTD unit is displaying the correct webpage for the specific hub site.
- d) Operate the RTD unit and display the contents of the 511 webpage for a period of not less than seven (7) consecutive calendar days operating continuously over that time frame.

- e) Verify that over the course of the seven consecutive calendar days, the RTD unit has not stopped displaying the 511 website, or that any popups or screen savers have not launched over the webpage. If it has stopped or if the popups or screen savers have launched, the internet browser and 511 webpage shall be re-launched and the seven day period shall start over.
- f) Confirm that no more than two (2) RTD units are connected to one Internet connection.
- g) Verify that the available Internet bandwidth for each RTD unit meets or exceeds the 384 kbps minimum when up to two (2) RTD units are using the same Internet connection.
- h) Verify the operating temperature is meeting the manufacturer's acceptable operating temperature limits regardless of the outside ambient temperature during the seven day test period.
- i) Verify that the inside of the RTD enclosure is not accumulating dust or moisture during the seven day test period.
- j) Test the latency of the webpage updates by comparing the changes to the RTD unit's prediction against a separate display operating on a different Internet connection. The difference in the changes in predictions between the two displays should not be more than 10 seconds.

APPENDIX J, WAGE DETERMINATIONS

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

LOCALITY: SOLANO COUNTY

DETERMINATION: SOL-2015-2

DETERMINATION: SOL-2015-2			EMPLOYER PAYMENTS							STRAIGHT-TIME		OVERTIME HOURLY RATE		
CRAFT (JOURNEY LEVEL)		ISSUE DATE	EXPIRATION DATE	BASIC HOURLY RATE	HEALTH AND WELFARE	PENSION	VACATION/ HOLIDAY	TRAINING	OTHER PAYMENTS	HOURS	TOTAL HOURLY RATE	DAILY	SATURDAY	SUNDAY AND HOLIDAY
#	BRICKLAYER, BLOCKLAYER:													
	BRICKLAYER, BLOCKLAYER, STONEMASON	8/22/2015	04/30/2016**	A 36.990	9.790	14.130	B 3.030	0.800	C 1.260	D 8.0	66.000	E 86.000	E 86.000	105.990
	POINTER, CLEANER, CAULKER, WATERPROOFER	8/22/2015	06/30/2016**	A 43.390	9.790	10.790	F -	1.460	0.400	D 8.0	65.830	87.520	G 87.520	109.220
#	BRICK TENDER	8/22/2015	06/30/2016**	H 32.520	7.540	10.180	F -	0.410	0.300	D 8.0	50.950	E 67.210	E 67.210	83.470
#	CARPET, LINOLEUM,													
	SOFT FLOOR LAYER	8/22/2015	12/31/2015**	A 46.150	9.900	11.300	I -	0.630	0.340	8.0	68.320	J 91.400	J 91.400	114.470
	FLOOR COVERING HANDLER AFTER 3 YEARS	8/22/2015	12/31/2015**	A 23.050	9.900	5.650	I -	0.050	0.340	8.0	38.990	J 50.510	J 50.510	62.040
	FLOOR COVERING HANDLER LESS THAN 3 YEARS	8/22/2015	12/31/2015**	A 18.430	9.900	4.520	I -	0.050	0.340	8.0	33.240	J 42.460	J 42.460	51.670
	FLOOR COVERING HANDLER TRAINEE, FIRST 3 MONTHS	8/22/2015	12/31/2015**	A 14.730	9.900	3.620	I -	0.050	0.340	8.0	28.640	J 36.000	J 36.000	43.370
	FLOOR COVERING HANDLER TRAINEE, SECOND 3 MONTHS	8/22/2015	12/31/2015**	A 16.580	9.900	4.070	I -	0.050	0.340	8.0	30.940	J 39.230	J 39.230	47.520
#	ELECTRICIAN:													
	COMM & SYSTEM INSTALLER	8/22/2015	11/30/2015**	33.320	9.550	K 4.650	-	1.100	L 0.210	8.0	50.000	M 67.240	M 67.240	84.490
	COMM & SYSTEM TECH.	8/22/2015	11/30/2015**	37.940	9.550	K 4.650	-	1.100	L 0.210	8.0	54.780	M 74.410	M 74.410	94.050
	INSIDE WIREMAN, TECHNICIAN	8/22/2015	05/31/2016*	A 45.210	N 12.950	O 6.300	-	1.380	P 1.050	8.0	68.440	E 92.240	E 92.240	116.050
	CABLE SPLICER	8/22/2015	05/31/2016*	A 50.870	N 12.950	O 6.300	-	1.380	P 1.190	8.0	74.410	E 101.200	E 101.200	127.990
#	FIELD SURVEYOR:													
Q	CHIEF OF PARTY	8/22/2015	02/29/2016**	38.070	13.030	R 10.640	S 3.410	0.770	0.160	8.0	66.080	T 85.110	U 85.110	104.150
Q	INSTRUMENTMAN	8/22/2015	02/29/2016**	34.980	13.030	R 10.640	S 3.410	0.770	0.160	8.0	62.990	T 80.480	U 80.480	97.970
Q	CHAINMAN/RODMAN	8/22/2015	02/29/2016**	32.100	13.030	R 10.640	S 3.410	0.770	0.160	8.0	60.110	T 76.160	U 76.160	92.210
# V	GLAZIER	8/22/2015	12/31/2015**	A 43.430	9.900	W 14.290	-	0.550	X 0.380	8.0	68.550	Y 90.260	111.980	111.980
# Z	GLAZIER	8/22/2015	12/31/2015**	A 33.740	9.900	AA 12.590	-	0.590	X 0.380	8.0	57.200	Y 74.070	90.940	90.940
# AB	MARBLE FINISHER	8/22/2015	07/31/2016**	AC 30.220	9.790	3.930	I -	0.450	0.550	8.0	44.940	AD 60.050	75.160	75.160
# AB	MARBLE MASON	8/22/2015	07/31/2016**	AC 40.410	9.790	14.390	I -	0.800	0.770	8.0	66.160	AD 86.360	106.570	106.570
#	PAINTER:													
	BRUSH AND SPRAY	2/22/2015	12/31/2015**	H 36.400	9.900	R 11.160	I -	0.420	0.380	D 8.0	58.260	76.460	AE 76.460	94.660
	INDUSTRIAL PAINTER	2/22/2015	12/31/2015**	H 36.900	9.900	R 11.160	I -	0.420	0.380	D 8.0	58.760	77.210	AE 77.210	95.660
	SANDBLASTER, STEAM CLEANER, WATERBLASTER	2/22/2015	12/31/2015**	H 36.900	9.900	R 11.160	I -	0.420	0.380	D 8.0	58.760	77.210	AE 77.210	95.660
	EXOTIC MATERIALS	2/22/2015	12/31/2015**	H 37.150	9.900	R 11.160	I -	0.420	0.380	D 8.0	59.010	77.580	AE 77.580	96.160
	PAPERHANGER/WALLCOVERING	2/22/2015	12/31/2015**	H 37.400	9.900	R 11.160	I -	0.420	0.380	D 8.0	59.260	77.960	AE 77.960	96.660
	TAPER	8/22/2015	12/31/2015**	AF 42.320	9.900	11.020	I -	0.410	0.390	8.0	64.040	85.200	D 85.200	AE 106.360
AG	TAPER CLEAN-UP	8/22/2015	12/31/2015*	AH 16.900	9.900	-	-	-	-	8.0	26.800	35.250	D 35.250	AE 43.700
#	PLASTERER	8/22/2015	06/30/2016**	AI 31.010	13.030	8.930	3.000	1.080	1.150	8.0	58.200	72.830	AJ 72.830	87.470
#	PLASTER TENDER	8/22/2015	06/30/2016**	30.020	7.540	9.730	2.630	0.430	AK 1.030	8.0	51.380	J 66.390	J 66.390	81.400
#	PLUMBER:													
	PLUMBER, STEAMFITTER, REFRIGERATION FITTER (HVAC)	8/22/2015	06/30/2016*	AL 49.150	15.750	N 14.050	-	1.500	0.740	8.0	81.190	E 105.770	E 105.770	130.340
	PLUMBER LIGHT COMMERCIAL FOR TOTAL PLUMBING BID OF \$250,000 OR LESS	8/22/2015	12/31/2015**	AL 30.850	11.200	N 7.800	-	0.900	0.490	D 8.0	51.240	E 66.670	E 66.670	82.090
	UNDERGROUND UTILITY PIPEFITTER	8/22/2015	06/30/2016**	26.600	6.600	N 3.000	2.000	0.450	0.600	D 8.0	39.250	52.550	52.550	65.850
	LANDSCAPE PIPEFITTER	8/22/2015	06/30/2016**	26.600	6.600	N 3.000	2.000	0.450	0.600	D 8.0	39.250	52.550	52.550	65.850
	UNDERGROUND UTILITY ASSISTANT JOURNEYMAN	8/22/2015	06/30/2016**	15.600	6.600	N 3.000	2.000	0.450	0.600	D 8.0	28.250	36.050	36.050	43.850
AM	LANDSCAPE ASSISTANT JOURNEYMAN	8/22/2015	06/30/2016**	15.600	6.600	N 3.000	2.000	0.450	0.600	D 8.0	28.250	36.050	36.050	43.850
AN	UNDERGROUND UTILITY TRADESMAN	8/22/2015	06/30/2016**	10.900	6.600	N 3.000	2.000	0.450	0.600	D 8.0	23.550	29.000	29.000	34.450

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
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FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

LOCALITY: SOLANO COUNTY

DETERMINATION: SOL-2015-2

DETERMINATION: SOL-2015-2				EMPLOYER PAYMENTS						STRAIGHT-TIME		OVERTIME HOURLY RATE		
CRAFT (JOURNEY LEVEL)		ISSUE DATE	EXPIRATION DATE	BASIC HOURLY RATE	HEALTH AND WELFARE	PENSION	VACATION/ HOLIDAY	TRAINING	OTHER PAYMENTS	HOURS	TOTAL HOURLY RATE	DAILY	SATURDAY	SUNDAY AND HOLIDAY
AO	LANDSCAPE TRADESMAN I	8/22/2015	06/30/2016**	10.550	6.600	N -	2.000	0.450	0.600	D 8.0	20.200	25.480	25.480	30.750
AO	LANDSCAPE TRADESMAN II	8/22/2015	06/30/2016**	10.900	6.600	N 3.000	2.000	0.450	0.600	D 8.0	23.550	29.000	29.000	34.450
	SPRINKLER FITTER (FIRE PROTECTION AND FIRE CONTROL SYSTEMS)	8/22/2015	07/31/2016**	A 56.520	9.770	16.400	F -	1.100	0.400	8.0	84.190	112.450	112.450	140.710
#	ROOFER	8/22/2015	07/31/2016**	32.470	8.420	5.630	3.610	0.850	0.640	8.0	51.620	J 67.860	AP 67.860	84.090
	BITUMASTIC, ENAMELER, PIPE WRAPPER, COAL TAR PITCH BUILD-UP	8/22/2015	07/31/2016**	34.470	8.420	5.630	3.610	0.850	0.640	8.0	53.620	J 70.860	AP 70.860	88.090
	MASTIC WORKER, KETTLEMAN	8/22/2015	07/31/2016**	32.720	8.420	5.630	3.610	0.850	0.640	8.0	51.870	J 68.230	AP 68.230	84.590
#	SHEET METAL WORKER	8/22/2015	06/26/2016*	H 52.200	AC 13.460	AR 26.420	F -	1.410	1.150	8.0	94.640	AS 123.640	AS 123.640	152.640
	TOTAL SHEET METAL CONTRACT OF \$200,000 OR LESS	8/22/2015	06/26/2016*	H 46.300	AC 13.460	AR 25.140	F -	1.410	1.150	8.0	87.460	AS 113.190	AS 113.190	138.910
	SERVICE MECHANIC (TOTAL SHEET METAL CONTRACT OF \$200,000 OR LESS)	8/22/2015	06/26/2016*	H 35.720	AT 12.940	AR 14.680	F -	1.310	1.150	8.0	65.800	AU 84.910	AU 84.910	104.020
	SERVICE TECHNICIAN (TOTAL SHEET METAL CONTRACT OF \$200,000 OR LESS)	8/22/2015	06/26/2016*	H 32.370	AT 12.940	AR 9.410	F -	1.310	1.150	8.0	57.180	AU 74.160	AU 74.160	91.150
	AIR CONDITIONING SPECIALIST (TOTAL SHEET METAL CONTRACT OF \$200,000 OR LESS)	8/22/2015	06/26/2016*	H 28.810	AT 12.940	AR 4.330	F -	1.290	1.150	8.0	48.520	AS 63.380	AS 63.380	78.230
	AIR CONDITIONING JOURNEYMAN (TOTAL SHEET METAL CONTRACT OF \$200,000 OR LESS)	8/22/2015	06/26/2016*	H 33.510	AC 12.960	AR 9.690	F -	1.290	1.150	8.0	58.600	AS 76.100	AS 76.100	93.610
	METAL DECK & SIDING	2/22/2015	06/30/2015*	H 33.860	N 13.530	AV 18.000	F -	AW 0.300	-	8.0	65.690	AS 83.620	AS 83.620	101.550
# AX	TERRAZZO FINISHER	8/22/2015	06/30/2016**	AY 33.780	9.790	5.140	F -	0.800	0.530	8.0	50.040	AS 64.820	AS 64.820	79.600
# AX	TERRAZZO WORKER	8/22/2015	06/30/2016**	AY 41.010	9.790	14.940	F -	0.800	0.710	8.0	67.250	AS 85.070	AS 85.070	102.890
#	TILE FINISHER	8/22/2015	03/31/2016*	AZ 22.790	8.830	3.460	0.700	0.450	1.130	8.0	37.360	48.760	D 48.760	60.150
	RED CIRCLED FINISHER	8/22/2015	03/31/2016*	AZ 28.480	8.830	3.690	1.300	0.350	1.140	8.0	43.790	58.030	D 58.030	72.270
#	TILE SETTER	8/22/2015	03/31/2016*	AZ 39.520	8.830	4.690	2.350	0.690	1.730	8.0	57.810	77.570	D 77.570	97.330
	WATER WELL DRILLER													
	DRILLER, PUMP REPAIRMAN	8/22/2007	01/31/2008*	20.170	8.120	3.690	BA 0.800	-	-	8.0	32.780	BB 42.870	BB 42.870	BB 42.870
	PUMP INSTALLER	8/22/2007	01/31/2008*	17.860	8.120	3.690	BC 0.720	-	-	8.0	30.390	BB 39.320	BB 39.320	BB 39.320
	HELPER	8/22/2007	01/31/2008*	12.470	8.120	3.690	BD 0.530	-	-	8.0	24.810	BB 31.040	BB 31.040	BB 31.040

[FOOTNOTES](#)

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

LOCALITY: SOLANO COUNTY**DETERMINATION: SOL-2015-2**

- * EFFECTIVE UNTIL SUPERSEDED BY A NEW DETERMINATION ISSUED BY THE DIRECTOR OF INDUSTRIAL RELATIONS. CONTACT THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774 FOR THE NEW RATES AFTER TEN DAYS AFTER THE EXPIRATION DATE IF NO SUBSEQUENT DETERMINATION IS ISSUED.
- ** THE RATE TO BE PAID FOR WORK PERFORMED AFTER THIS DATE HAS BEEN DETERMINED. IF WORK WILL EXTEND PAST THIS DATE, THE NEW RATE MUST BE PAID AND SHOULD BE INCORPORATED IN CONTRACTS ENTERED INTO NOW. CONTACT THE OFFICE OF THE DIRECTOR - RESEARCH UNIT FOR SPECIFIC RATES AT (415) 703-4774.
- # INDICATES AN APPRENTICEABLE CRAFT. THE CURRENT APPRENTICE WAGE RATES ARE AVAILABLE ON THE INTERNET @ [HTTP://WWW.DIR.CA.GOV/OPRL/PWAPPWAGE/PWAPPWAGESTART.ASP](http://www.dir.ca.gov/OPRL/PWAPPWAGE/PWAPPWAGESTART.ASP). TO OBTAIN ANY APPRENTICE WAGE RATES AS OF JULY 1, 2008 AND PRIOR TO SEPTEMBER 27, 2012, PLEASE CONTACT THE DIVISION OF APPRENTICESHIP STANDARDS OR REFER TO THE DIVISION OF APPRENTICESHIP STANDARDS' WEBSITE AT [HTTP://WWW.DIR.CA.GOV/DAS/DAS.HTML](http://www.dir.ca.gov/DAS/DAS.HTML).
- & THE BASIC HOURLY RATE AND EMPLOYER PAYMENTS ARE NOT TAKEN FROM A COLLECTIVE BARGAINING AGREEMENT FOR THIS CRAFT OR CLASSIFICATION.
- A INCLUDES AMOUNT WITHHELD FOR DUES CHECK OFF.
- B INCLUDES AN AMOUNT FACTORED AT THE OVERTIME MULTIPLIER RATE.
- C INCLUDES AMOUNT FOR INDUSTRY PROMOTION FUND, INTERNATIONAL MASONRY INSTITUTE (IMI), AND LABOR MANAGEMENT COOPERATION COMMITTEE (LMCC)
- D SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORKWEEK DUE TO INCLEMENT WEATHER.
- E RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND THE FIRST 10 HOURS ON SATURDAY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
- F INCLUDED IN STRAIGHT-TIME HOURLY RATE.
- G RATE APPLIES TO THE FIRST 10 HOURS WORKED ON SATURDAY. ALL OTHER HOURS ARE PAID AT THE SUNDAY/HOLIDAY RATE.
- H INCLUDES AMOUNT FOR VAC/HOL AND DUES CHECK OFF.
- I INCLUDED IN BASIC HOURLY RATE.
- J RATE APPLIES TO THE FIRST 4 DAILY OVERTIME HOURS AND THE FIRST 12 HOURS WORKED ON SATURDAY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
- K IN ADDITION, AN AMOUNT EQUAL TO 3% OF THE BASIC HOURLY RATE IS ADDED TO THE TOTAL HOURLY RATE AND OVERTIME HOURLY RATES FOR THE NATIONAL EMPLOYEES BENEFIT BOARD.
- L IN ADDITION, AN AMOUNT EQUAL TO 0.5% OF THE BASIC HOURLY RATE, WHICH IS FACTORED AT THE APPLICABLE OVERTIME MULTIPLIER, IS ADDED TO THE TOTAL HOURLY RATE AND OVERTIME HOURLY RATES.
- M RATE APPLIES TO THE FIRST 4 DAILY OVERTIME HOURS AND THE FIRST 8 HOURS WORKED ON SATURDAY. ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME RATE.
- N PURSUANT TO LABOR CODE SECTIONS 1773.1 AND 1773.8, THE AMOUNT PAID FOR THIS EMPLOYER PAYMENT MAY VARY RESULTING IN A LOWER TAXABLE BASIC HOURLY WAGE RATE, BUT THE TOTAL HOURLY RATES FOR STRAIGHT TIME AND OVERTIME MAY NOT BE LESS THAN THE GENERAL PREVAILING RATE OF PER DIEM WAGES.
- O IN ADDITION, AN AMOUNT EQUAL TO 3% OF THE BASIC HOURLY RATE IS ADDED TO THE TOTAL HOURLY RATE AND OVERTIME HOURLY RATES FOR THE NATIONAL EMPLOYEES BENEFIT BOARD. PURSUANT TO LABOR CODE SECTIONS 1773.1 AND 1773.8, THE AMOUNT PAID FOR THIS EMPLOYER PAYMENT MAY VARY RESULTING IN A LOWER TAXABLE BASIC HOURLY WAGE RATE, BUT THE TOTAL HOURLY RATES FOR STRAIGHT TIME AND OVERTIME MAY NOT BE LESS THAN THE GENERAL PREVAILING RATE OF PER DIEM WAGES.
- P IN ADDITION TO THE AMOUNT SHOWN, WHICH IS FACTORED AT THE APPLICABLE OVERTIME MULTIPLIER FOR EACH OVERTIME HOUR, \$0.19 IS ADDED TO THE TOTAL HOURLY RATE AND OVERTIME HOURLY RATES FOR THE LABOR MANAGEMENT COOPERATION COMMITTEE FUND.
- Q ALL CREWS, WITHOUT CONSIDERATION TO THE NUMBER OF INDIVIDUALS IN THE CREW, SHALL INCLUDE A CHIEF OF PARTY. A CREW CONSISTS OF ONE (1) OR MORE EMPLOYEES PERFORMING FIELD AND CONSTRUCTION SURVEY WORK.
- R INCLUDES AN AMOUNT PER HOUR WORKED FOR ANNUITY TRUST FUND.
- S INCLUDES AN AMOUNT PER HOUR WORKED FOR SUPPLEMENTAL DUES.
- T RATE APPLIES TO THE FIRST 4 DAILY OVERTIME HOURS, MONDAY THROUGH FRIDAY. ALL OTHER OVERTIME IS PAID AT THE SUNDAY/HOLIDAY RATE.
- U RATE APPLIES TO THE FIRST 12 OVERTIME HOURS WORKED. ALL OTHER OVERTIME IS PAID AT THE SUNDAY/HOLIDAY RATE. IN THE EVENT IT IS NOT REASONABLY POSSIBLE TO COMPLETE 40 HOURS OF WORK ON AN 8 HOUR DAY, MONDAY THROUGH FRIDAY, THEN THE BALANCE OF THE 40 HOURS, UP TO 8 HOURS, MAY BE WORKED ON SATURDAY AT THE STRAIGHT-TIME RATE.
- V RATE APPLIES TO REMAINDER OF SOLANO COUNTY, EXCEPT THE FOLLOWING CITIES: DIXON, EL MIRA, RIO VISTA, AND VACAVILLE.
- W INCLUDES AN AMOUNT PER HOUR WORKED FOR IUPAT, IARP, AND RETIREE PENSION.
- X INCLUDES AMOUNTS FOR INDUSTRY FUND, WORK PRESERVATION FUND, AND LABOR MANAGEMENT COOPERATION INITIATIVE
- Y RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND FIRST 8 HOURS WORKED ON DESIGNATED DAYS OFF; ALL OTHER TIME IS PAID AT THE SATURDAY, SUNDAY AND HOLIDAY OVERTIME RATE.
- Z RATE APPLIES TO CITIES OF DIXON, ELMIRA, RIO VISTA, AND VACAVILLE.
- AA INCLUDES AN AMOUNT FOR THE INDIVIDUAL ACCOUNT RETIREMENT PLAN
- AB EMPLOYEES WORKING ON ANY SUSPENDED PLATFORM/SCAFFOLD SHALL BE PAID AN ADDITIONAL \$20.00 PER DAY ABOVE THE WAGE RATE.
- AC INCLUDES AN AMOUNT FOR DUES CHECK-OFF AND VACATION/HOLIDAY WHICH ARE FACTORED INTO OVERTIME RATES.
- AD RATE APPLIES TO FIRST 2 OVERTIME HOURS MONDAY THROUGH FRIDAY; ALL OTHER OVERTIME IS PAID AT THE DOUBLE TIME RATE.
- AE DESIGNATED DAYS OFF SHALL BE PAID AT THE SATURDAY OVERTIME RATE; PLEASE REFER TO THE HOLIDAY PROVISIONS FOR A LIST OF DESIGNATED DAYS OFF.
- AF INCLUDES AMOUNTS FOR VACATION AND DUES CHECK OFF
- AG PLEASE NOTE THAT THE TAPER CLEAN-UP APPLIES ONLY TO THE TAPER CLASSIFICATION.
- AH INCLUDES AN AMOUNT FOR DUES CHECK OFF

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

LOCALITY: SOLANO COUNTY

DETERMINATION: SOL-2015-2

- AI INCLUDES AMOUNT WITHHELD FOR DUES CHECK OFF. PLASTERS OPERATING AND WORKING BEHIND PLASTER GUNS SHALL RECEIVE AN ADDITIONAL \$2.00 PER DAY ABOVE THE WAGE RATE.
- AJ RATE APPLIES TO THE FIRST 8 HOURS WORKED; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
- AK AMOUNT IS FOR VALLEY MORTAR TRADES FUND (\$1.00) AND INDUSTRY STABILIZATION FUND (\$0.03)
- AL INCLUDES AN AMOUNT FOR DUES CHECK OFF.
- AM THERE MUST BE AT LEAST ONE JOURNEYMAN PIPEFITTER PER CONTRACTOR ON EACH JOBSITE.
- AN THERE SHALL BE NO MORE THAN THREE TRADESMEN TO EVERY TWO JOURNEYMAN PIPEFITTER/ASSISTANT JOURNEYMAN PIPEFITTER COMBINATION EMPLOYED PER CONTRACTOR ON EACH JOBSITE.
- AO THERE SHALL BE NO MORE THAN FOUR TRADESMEN TO EVERY TWO JOURNEYMAN PIPEFITTER/ASSISTANT JOURNEYMAN PIPEFITTER COMBINATION EMPLOYED PER CONTRACTOR ON EACH JOBSITE. MAINTENANCE WORK, BOTH DURING AND AFTER THE PLANT ESTABLISHMENT PERIOD, MAY BE PERFORMED BY LANDSCAPE TRADESMEN WITHOUT THE SUPERVISION OF A JOURNEYMAN PIPEFITTER.
- AP APPLIES TO THE FIRST 12 HOURS WORKED ON SATURDAY. ALL OTHER OVERTIME IS PAID AT THE SUNDAY/HOLIDAY RATE. IN THE EVENT THAT CONDITIONS OVER WHICH THE ROOFING CONTRACTOR HAS NO CONTROL (I.E. ADVERSE WEATHER, PROJECT DELAYS, LOGISTICAL PROBLEMS, GENERAL CONTRACTOR OR BUILDING OWNER REQUIREMENTS, ETC.) PREVENT EMPLOYEES FROM WORKING ON ONE OR MORE DAYS DURING THE REGULAR WORK WEEK, WORK PERFORMED ON SATURDAY MAY BE PAID AT THE STRAIGHT TIME RATES.
- AQ INCLUDES SMOHIT AND SHC. EFFECTIVE 1/1/2013, PURSUANT TO LABOR CODE SECTIONS 1773.1 AND 1773.8, THE AMOUNT PAID FOR THIS EMPLOYER PAYMENT MAY VARY RESULTING IN A LOWER TAXABLE BASIC HOURLY WAGE RATE, BUT THE TOTAL HOURLY RATES FOR STRAIGHT TIME AND OVERTIME MAY NOT BE LESS THAN THE GENERAL PREVAILING RATE OF PER DIEM WAGES.
- AR INCLUDES AN AMOUNT FOR PENSION WHICH IS FACTORED AT THE APPLICABLE OVERTIME MULTIPLIER. PURSUANT TO LABOR CODE SECTIONS 1773.1 AND 1773.8, THE AMOUNT PAID FOR THIS EMPLOYER PAYMENT MAY VARY RESULTING IN A LOWER TAXABLE BASIC HOURLY WAGE RATE, BUT THE TOTAL HOURLY RATES FOR STRAIGHT TIME AND OVERTIME MAY NOT BE LESS THAN THE GENERAL PREVAILING RATE OF PER DIEM WAGES.
- AS RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND THE FIRST 8 HOURS ON SATURDAY ONLY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
- AT INCLUDES SHC. EFFECTIVE 1/1/2013, PURSUANT TO LABOR CODE SECTIONS 1773.1 AND 1773.8, THE AMOUNT PAID FOR THIS EMPLOYER PAYMENT MAY VARY RESULTING IN A LOWER TAXABLE BASIC HOURLY WAGE RATE, BUT THE TOTAL HOURLY RATES FOR STRAIGHT TIME AND OVERTIME MAY NOT BE LESS THAN THE GENERAL PREVAILING RATE OF PER DIEM WAGES.
- AU RATE APPLIES TO FIRST 4 DAILY OVERTIME HOURS AND THE FIRST 8 HOURS WORKED ON SATURDAY DURING THE EMPLOYEES NORMAL WORKING HOURS. ALL OTHER OVERTIME HOURS SHALL BE PAID AT THE SUNDAY AND HOLIDAY DOUBLE TIME RATE.
- AV INCLUDES AN AMOUNT FOR PENSION FACTORED AT THE OVERTIME MULTIPLIER RATE.
- AW INCLUDES \$0.03 FOR SCHOLAR FUND.
- AX THE RATIO OF TERRAZZO FINISHER HOURS TO TERRAZZO WORKER HOURS SHALL NOT EXCEED TWO (2) TO ONE (1).
- AY INCLUDES AN AMOUNT FOR VACATION/DUES CHECK OFF WHICH IS NOT FACTORED IN THE OVERTIME RATES.
- AZ INCLUDES AMOUNT WITHHELD FOR DUES CHECK OFF, WHICH IS FACTORED IN THE OVERTIME RATES. ANY EMPLOYEE WORKING UNDERGROUND SHALL RECEIVE \$1.00 PER HOUR IN ADDITION TO REGULAR WAGES.
- BA RATE APPLIES TO FIRST TWO YEARS OF EMPLOYMENT ONLY; \$1.35 AFTER 2 YEARS; \$1.45 AFTER 5 YEARS; \$1.60 AFTER 10 YEARS
- BB COMPUTATION IS BASED ON THE LOWEST VACATION AMOUNT. THESE RATES SHOULD BE INCREASED BY ANY ADDITIONAL VACATION/HOLIDAY PAY THAT IS REQUIRED.
- BC RATE APPLIES TO FIRST TWO YEARS OF EMPLOYMENT ONLY; \$1.27 AFTER 2 YEARS; \$1.37 AFTER 5 YEARS; \$1.52 AFTER 10 YEARS.
- BD RATE APPLIES TO FIRST TWO YEARS OF EMPLOYMENT ONLY; \$1.08 AFTER 2 YEARS; \$1.18 AFTER 5 YEARS; \$1.33 AFTER 10 YEARS.

RECOGNIZED HOLIDAYS: HOLIDAYS UPON WHICH THE GENERAL PREVAILING HOURLY WAGE RATE FOR HOLIDAY WORK SHALL BE PAID, SHALL BE ALL HOLIDAYS IN THE COLLECTIVE BARGAINING AGREEMENT, APPLICABLE TO THE PARTICULAR CRAFT, CLASSIFICATION, OR TYPE OF WORKER EMPLOYED ON THE PROJECT, WHICH IS ON FILE WITH THE DIRECTOR OF INDUSTRIAL RELATIONS. IF THE PREVAILING RATE IS NOT BASED ON A COLLECTIVELY BARGAINED RATE, THE HOLIDAYS UPON WHICH THE PREVAILING RATE SHALL BE PAID SHALL BE AS PROVIDED IN SECTION 6700 OF THE GOVERNMENT CODE. YOU MAY OBTAIN THE HOLIDAY PROVISIONS FOR THE CURRENT DETERMINATIONS ON THE INTERNET AT [HTTP://WWW.DIR.CA.GOV/OPRL/PWD](http://www.dir.ca.gov/oprl/pwd). HOLIDAY PROVISIONS FOR CURRENT OR SUPERSEDED DETERMINATIONS MAY BE OBTAINED BY CONTACTING THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774.

DETERMINATION: SOL-2015-2

[illegible]

	SPRINKLER FITTER (FIRE PROTECTION AND FIRE CONTROL SYSTEMS)	8/22/2015	07/31/2016**	8/1/2016	\$3.00	A	7/31/2017	\$3.75	A								
	ROOFER	8/22/2015	07/31/2016**	8/1/2016	\$2.00	P	8/1/2017	\$2.00	P	8/1/2018	\$2.00	P	8/1/2019	\$2.00	Q		
	BITUMASTIC, ENAMELER, PIPE WRAPPER, COAL TAR PITCH BUILD-UP	8/22/2015	07/31/2016**	8/1/2016	\$2.00	P	8/1/2017	\$2.00	P	8/1/2018	\$2.00	P	8/1/2019	\$2.00	Q		
	MASTIC WORKER, KETTLEMAN	8/22/2015	07/31/2016**	8/1/2016	\$2.00	P	8/1/2017	\$2.00	P	8/1/2018	\$2.00	P	8/1/2019	\$2.00	Q		
R	TERRAZZO FINISHER	8/22/2015	06/30/2016**	7/1/2016	\$1.00	A	7/1/2017	\$1.00	A	7/1/2018	\$1.25	A					
R	TERRAZZO WORKER	8/22/2015	06/30/2016**	7/1/2016	\$1.50	A	7/1/2017	\$1.75	A	7/1/2018	\$2.00	A					

[FOOTNOTES](#)

AMOUNT OF INCREASE	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
1	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

LOCALITY: SOLANO COUNTY

DETERMINATION: SOL-2015-2

- THE PREDETERMINED INCREASE SHOWN IS TO BE ALLOCATED TO WAGES AND/OR EMPLOYER PAYMENTS. PLEASE CONTACT THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774 WHEN THE PREDETERMINED INCREASE BECOMES DUE TO CONFIRM THE DISTRIBUTION. PLEASE ALSO EXAMINE THE IMPORTANT NOTICES TO SEE IF ANY MODIFICATIONS HAVE BEEN ISSUED, AS THERE MAY BE REDUCTIONS TO PREDETERMINED INCREASES.
- A 4774 WHEN THE PREDETERMINED INCREASE BECOMES DUE TO CONFIRM THE DISTRIBUTION. PLEASE ALSO EXAMINE THE IMPORTANT NOTICES TO SEE IF ANY MODIFICATIONS HAVE BEEN ISSUED, AS THERE MAY BE REDUCTIONS TO PREDETERMINED INCREASES.
- B ALL CREWS, WITHOUT CONSIDERATION TO THE NUMBER OF INDIVIDUALS IN THE CREW, SHALL INCLUDE A CHIEF OF PARTY. A CREW CONSISTS OF ONE (1) OR MORE EMPLOYEES PERFORMING FIELD AND CONSTRUCTION SURVEY WORK.
- C RATE APPLIES TO REMAINDER OF SOLANO COUNTY, EXCEPT THE FOLLOWING CITIES: DIXON, EL MIRA, RIO VISTA, AND VACAVILLE.
- D \$0.75 TO PENSION AND \$1.50 TO WAGES AND/OR EMPLOYER PAYMENTS.
- E \$0.75 TO PENSION AND \$1.25 TO WAGES AND/OR EMPLOYER PAYMENTS.
- F \$0.75 TO PENSION AND \$1.00 TO WAGES AND/OR EMPLOYER PAYMENTS.
- G RATE APPLIES TO CITIES OF DIXON, ELMIRA, RIO VISTA, AND VACAVILLE.
- H \$0.75 TO PENSION.
- I EMPLOYEES WORKING ON ANY SUSPENDED PLATFORM/SCAFFOLD SHALL BE PAID AN ADDITIONAL \$20.00 PER DAY ABOVE THE WAGE RATE.
- J \$0.48 TO PENSION AND \$1.57 TO BE ALLOCATED TO WAGES AND/OR EMPLOYER PAYMENTS. PLEASE CONTACT THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774 WHEN THE PREDETERMINED INCREASE BECOMES DUE TO CONFIRM THE DISTRIBUTION. PLEASE ALSO EXAMINE THE IMPORTANT NOTICES TO SEE IF ANY MODIFICATIONS HAVE BEEN ISSUED, AS THERE MAY BE REDUCTIONS TO PREDETERMINED INCREASES.
- K \$0.50 TO HEALTH AND WELFARE.
- L \$0.10 TO THE BASIC HOURLY RATE, \$0.60 TO HEALTH AND WELFARE, AND \$0.10 TO VACATION
- M THERE MUST BE AT LEAST ONE JOURNEYMAN PIPEFITTER PER CONTRACTOR ON EACH JOBSITE.
- N THERE SHALL BE NO MORE THAN THREE TRADESMEN TO EVERY TWO JOURNEYMAN PIPEFITTER/ASSISTANT JOURNEYMAN PIPEFITTER COMBINATION EMPLOYED PER CONTRACTOR ON EACH JOBSITE.
- O THERE SHALL BE NO MORE THAN FOUR TRADESMEN TO EVERY TWO JOURNEYMAN PIPEFITTER/ASSISTANT JOURNEYMAN PIPEFITTER COMBINATION EMPLOYED PER CONTRACTOR ON EACH JOBSITE. MAINTENANCE WORK, BOTH DURING AND AFTER THE PLANT ESTABLISHMENT PERIOD, MAY BE PERFORMED BY LANDSCAPE TRADESMEN WITHOUT THE SUPERVISION OF A JOURNEYMAN PIPEFITTER.
- P \$0.25 TO H&W, \$0.30 TO PENSION AND \$1.45 TO BE ALLOCATED TO WAGES AND/OR EMPLOYER PAYMENTS. PLEASE CONTACT THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774 WHEN THE PREDETERMINED INCREASE BECOMES DUE TO CONFIRM THE DISTRIBUTION. PLEASE ALSO EXAMINE THE IMPORTANT NOTICES TO SEE IF ANY MODIFICATIONS HAVE BEEN ISSUED, AS THERE MAY BE REDUCTIONS TO PREDETERMINED INCREASES.
- Q \$0.55 TO H&W AND \$1.45 TO BE ALLOCATED TO WAGES AND/OR EMPLOYER PAYMENTS. PLEASE CONTACT THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774 WHEN THE PREDETERMINED INCREASE BECOMES DUE TO CONFIRM THE DISTRIBUTION. PLEASE ALSO EXAMINE THE IMPORTANT NOTICES TO SEE IF ANY MODIFICATIONS HAVE BEEN ISSUED, AS THERE MAY BE REDUCTIONS TO PREDETERMINED INCREASES.
- R THE RATIO OF TERRAZZO FINISHER HOURS TO TERRAZZO WORKER HOURS SHALL NOT EXCEED TWO (2) TO ONE (1).

[SOL-2015-2-INC](#)